

**IN THE CIRCUIT COURT  
FIRST JUDICIAL CIRCUIT  
COOK COUNTY, ILLINOIS**

GREGG NELSON and DANIEL COZZA,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

BANSLEY & KIENER, L.L.P.,

Defendant.

Civil Action No. 2021CH06274

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): (i) Gregg Nelson and Daniel Cozza (“Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel (“Class Counsel”); (ii) Bansley & Kiener, L.L.P. (“Bansley”) by and through its counsel of record, Christopher A. Wiech of Baker & Hostetler LLP.

The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

On December 10, 2020, Bansley identified an in-progress cyber security incident that resulted in the encryption of a portion of its systems (the “Data Incident”). Bansley immediately took steps to contain the Data Incident and prevent further encryption, including disconnecting from the internet and restoring the encrypted systems from recent backups. Because Bansley identified the attack in progress, and before a ransom demand note appeared, Bansley believed it had prevented a full ransomware attack and had taken the necessary mitigation steps. Bansley’s IT

specialist did not identify any evidence that Bansley data was exfiltrated prior to ransomware deployment.

On May 24, 2021, Bansley first learned the threat actor exfiltrated information from Bansley's environment. Bansley then conducted a forensic investigation with leading cybersecurity consultants to determine the full nature and scope of the Data Incident. In November 2021, Bansley began notifying individuals who may have been impacted by the Data Incident. In total, Bansley notified 274,115 individuals of the Data Incident.

On December 17, 2021, Plaintiff Gregg Nelson, a recipient of such notice, filed his complaint in the above captioned action for a putative class action against Bansley in Circuit Court, First Judicial Circuit, Cook County, Illinois. Then, on February 23, 2022, Plaintiff Daniel Cozza, also a notice recipient, initiated a separate action in the Circuit Court, First Judicial Circuit, Cook County, Illinois, Case No. 2022CH01515, against Bansley involving substantially similar allegations and causes of action.

On June 1, 2022, the *Nelson* and *Cozza* actions were consolidated into one action for the purpose of executing this class-wide settlement (the "Consolidated Action"). Plaintiffs filed a Consolidated Complaint in the consolidated action which asserts five causes of action, all of which allegedly arise from the Data Incident: (1) negligence; (2) unjust enrichment; (3) breach of express contract; (4) breach of implied contract; and (5) declaratory judgment.

Given Bansley's important role as certified public accountants in the Chicago, Illinois area, Bansley and Plaintiffs agreed that an early mediation of the above-captioned litigation (the "Litigation") was warranted. On April 19, 2022, Bansley and Plaintiffs attended a virtual mediation before Judge Wayne Andersen (Ret.). This Settlement Agreement is the result of that April 19, 2022 mediation.

Under the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Bansley and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Bansley and the Released Persons relating to the Data Incident.

## **II. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING**

Plaintiffs believe that the claims asserted in the Litigation, as set forth in the Consolidated Complaint, have merit. Plaintiffs and Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Bansley through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

## **III. DENIAL OF WRONGDOING AND LIABILITY**

Bansley denies each and all of the claims and contentions alleged against it in the Litigation. Bansley denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Bansley has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

Bansley has taken into account the uncertainty and risks inherent in any litigation, including the possibility of significant financial loss due to this Litigation. Bansley has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

#### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Bansley that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

##### **1. Definitions**

As used in the Settlement Agreement, the following terms have the meanings specified below:

- 1.1 “Agreement” or “Settlement Agreement” means this agreement.
- 1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.
- 1.3 “Bansley” means Defendant Bansley & Kiener, L.L.P.
- 1.4 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.
- 1.5 “Claims Administrator” means a company that is experienced in administering class action claims generally and specifically those of the type provided for and

made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court.

1.6 “Claims Deadline” means the postmark and/or online submission deadline for valid claims pursuant to ¶ 2.1.

1.7 “Class Counsel,” “Plaintiffs’ Counsel” and “Class Counsel” means David K. Lietz, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Terence R. Coates of Markovits, Stock & DeMarco, LLC; Kyle Pozan and Kate M. Baxter-Kauf of Lockridge Grindal Nauen PLLP; and Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.9 “Court” means the Circuit Court, First Judicial Circuit, Cook County, Illinois.

1.10 “Data Incident” means the cyberattack against Bansley’s computer systems that occurred from August 2020 through December 2020 at issue in the above-captioned case.

1.11 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.13 herein have occurred and been met.

1.13 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its

entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.14 "Judgment" means a judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.15 "Notice Specialist" means a company or such other notice specialist with recognized expertise in class action notice generally and data security litigation specifically, to be jointly agreed upon by the Settling Parties and approved by the Court.

1.16 "Objection Date" means the date by which Settlement Class Members must mail their objection to the Settlement in order for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.17 "Opt-Out Date" means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class in order for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.18 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 "Plaintiffs" means Gregg Nelson and Daniel Cozza.

1.20 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.21 “Related Entities” means Bansley’s respective past, present or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.22 “Released Claims” shall collectively mean any and all claims and causes of action including, without limitation, any causes of action under or relying negligence; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy/intrusion upon seclusion; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of personally

identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.23 “Released Persons” means Bansley and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.24 “Settlement Administrator” presumptively means Postlethwaite & Netterville (“P&N”) as selected by Class Counsel to serve as the Settlement Administrator. Bansley has no objection to the selection of P&N. Either Class Counsel or Bansley may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of the Settlement Administrator have not been adequately executed by P&N.

1.25 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.26 “Settlement Class” means all persons who were identified by Bansley as having their data potentially accessed in the Data Incident, and who were sent a Notice of Data Breach letter by or on behalf of Bansley regarding the Data Incident. The Settlement Class specifically excludes: (i) Bansley and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent



jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.27 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.28 “Settlement Fund” shall mean the sum of \$900,000.00 which Bansley agrees to pay to resolve the claims of the Settlement Class.

1.29 “Settling Parties” means, collectively, Bansley and Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.31 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

**2. Settlement Benefits**

In exchange for mutual releases of all claims by the Settlement Class and the payment of a non-reversionary sum of \$900,000.00, the Parties agree to the following settlement structure:

2.1 Expense Reimbursement. All Settlement Class Members who submit a valid claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible for the following out-of-pocket expenses, not to exceed \$1,000 per Settlement Class Member, that were incurred as a result of the Data Incident: bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel incurred between August 20, 2020 and the Claims Deadline; fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 20, 2020 and the Claims Deadline (with affirmative statement by Settlement Class Member that it was purchased primarily because of the Data Incident); and up to five hours of

attested to lost time spent dealing with the Data Incident, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other demonstrable form of disruption to medical care and treatment (calculated at the rate of \$25 per hour).

Settlement Class Members seeking reimbursement under this ¶ 2.1 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the deadline for the completion of providing notice to Settlement Class Members as set forth in ¶ 3.2 (previously defined as the “Claims Deadline” in ¶ 1.6). The notice to the class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation as requested on the Claim Form shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.2 Other Extraordinary Expense Reimbursement. Bansley shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed \$5,000 per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that is claimed by the Settlement Class Member to have occurred more likely than not as a result of the Data Incident, regardless of whether said Settlement Class Member elects to make a claim for any other benefit available under this Settlement Agreement, and further that:

(a) it is an actual, documented, and unreimbursed monetary loss; (b) was more likely than not caused by the Data Incident; (c) occurred during the time period from August 20, 2020 through and including the Claims Deadline (*see* ¶ 2.1, *infra*), and; (d) is not already covered by one or more of the categories in ¶ 2.1; Settlement Class Members with claims under this paragraph may also submit claims for benefits under ¶ 2.1.

2.2.1 Claimants seeking reimbursement for expenses or losses described in ¶ 2.2 must complete and submit the appropriate section of the Claim Form to the Claims Administrator, together with proof of such losses.

2.2.2 To be valid, claims for extraordinary expenses must be complete and submitted to the Claims Administrator on or before the Claims Deadline. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

2.3 Identity Theft Protection. All Settlement Class Members are also eligible to claim identity theft protection services offered through Aura Sub, LLC for a period of 12 months from the Effective Date.

2.4 Remedial Measures/Security Enhancements. Bansley has made the following information security enhancements since the Data Incident: third party 24/7 security monitoring, third party logging, network monitoring, firewall enhancements, email enhancements, multifactor authentication for server and email access and VPN logins, enhanced employee training on data security and network security, ongoing engagement of information security consultants, upgraded anti-virus/malware software, and equipment upgrades. Bansley agrees to keep these enhancements in place for 36 months after execution of this agreement. Nothing about

this provision shall create any contractual rights to any present or future equitable remedy requiring Bansley to make or maintain any particular security processes or procedures in the future.

2.5 Confirmatory Discovery. Bansley agrees to provide confirmatory discovery on collectability and establishing the appropriateness of the settlement terms as contemplated under Fed. R. Civ. P. 23(b)(1) and its Illinois equivalent.

2.6 Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1 or ¶ 2.2; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.7 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request additional information (“Claim Supplementation”) and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and,

for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.8 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected for other reasons, then the claim shall be referred to the Claims Referee.

2.9 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the claimant approves the final determination, then the approved amount shall be the amount to be paid. If the claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to the Claims Referee within an additional ten (10) days.

2.10 If any dispute is submitted to the Claims Referee, the Claims Referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days.

The Claims Referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The Claims Referee shall have the power to approve a claim in full or in part. The Claims Referee's decision will be final and non-appealable. Any claimant referred to the Claims Referee shall reasonably cooperate with the Claims Referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the Claims Referee to verify the claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The Claims Referee shall make a final decision within thirty (30) days of receipt of all supplemental information requested.

2.11 Settlement Expenses. All costs for notice to the Settlement Class as required under ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute Resolution described in ¶ 2.6, shall be paid from the non-reversionary Settlement Fund.

2.12 Order of Payment. Payments from the Settlement Fund will be made in the following order: A) all Settlement Expenses under ¶ 2.11; B) all attorneys' fees, expenses, and service awards pursuant to ¶¶ 7.2 and 7.4, as ordered by the Court; C) the cost of the identity theft protection service; D) documented ordinary expense reimbursements; E) attested lost time, and; F) extraordinary loss reimbursements. Ordinary expense reimbursements, attested lost time, and extraordinary loss reimbursements shall be subject to a *pro rata* reduction if there are not sufficient funds in the Settlement Fund to fully fund those benefits, and shall also be subject to a *pro rata* addition (up to 1.5 times the caps established for these benefits) if there are Residual Funds. Any

other Residual Funds shall be utilized to extend the identity theft protection term, to the maximum amount possible.

2.12 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.13 Confidentiality of Information Submitted by Settlement Class Members. Information submitted by Settlement Class Members pursuant to ¶¶ 2.1 through 2.10 of this Settlement Agreement shall be deemed confidential and protected as such by Bansley, the Claims Administrator, and the Claims Referee.

### **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

3.1 As soon as practicable after the execution of the Settlement Agreement, Class Counsel and counsel for Bansley shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.12;



- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Class Counsel as Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of a customary form of short notice to be provided to Settlement Class Members (the “Short Notice”) in a form substantially similar to the one attached hereto as **Exhibit B**;
- f) approval of a customary long form of notice (“Long Notice”) to be posted on the Settlement Website in a form substantially similar to the one attached hereto as **Exhibit C**, which, together with the Short Notice, shall include a fair summary of the parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of Postlethwaite & Netterville as the Notice Specialist and Claims Administrator; and,
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**. See ¶¶ 2.1, 2.2 and 2.3 above.

The Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Notice Specialist and Claims Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.2 Notice shall be provided to Settlement Class Members via mail to the postal address provided when the Settlement Class Members conducted transactions with Bansley or other reasonable alternative means. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line shall be made available to provide

Settlement Class Members with additional information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and Bansley shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Notice Specialist and/or Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The Notice Program shall be completed within thirty (30) days after entry of the Preliminary Approval Order.

3.3 Class Counsel and Bansley's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the Court enters a Preliminary Approval Order.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 250 Opt-Outs (exclusions), Bansley may, by notifying Class Counsel in writing, void this Settlement Agreement. If Bansley voids the Settlement Agreement pursuant to this paragraph, Bansley shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Plaintiffs' Counsel and service awards, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation);. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the date on which the Court enters a Preliminary Approval Order, and served concurrently therewith upon Class Counsel Terence R. Coates of Markovits, Stock & DeMarco, LLC and counsel for Bansley, Christopher A. Wiech, Baker Hostetler, 1170 Peachtree Street, Suite 2400, Atlanta, Georgia 30309.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Bansley shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members, Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Bansley may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-

creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Bansley nor the Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members, Class Counsel and Plaintiffs' Counsel.

**7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs**

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff, as provided for in ¶¶ 7.2, 7.3 and 7.4, until after the substantive terms of the settlement had been agreed upon, other than that Bansley would pay reasonable attorneys' fees, costs, expenses, and an service award to Plaintiffs as may be agreed to by Bansley and Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as ordered by the Court. Bansley and Class Counsel then negotiated and agreed as follows:

7.2 Bansley has agreed not to oppose, subject to Court approval, Class Counsel request for attorneys' fees not to exceed one-third of the Settlement Fund (\$300,000) and the reasonable costs and expenses of the Litigation not to exceed \$15,000. Any such award of attorneys' fees, costs, and expenses shall be borne by and paid by Bansley exclusively out of the \$900,000. Settlement Fund and shall not increase said Settlement Amount. Bansley's obligation to pay such fees shall occur no earlier than the Effective Date and will be required when the time for seeking rehearing or appellate or other review of an order awarding attorney's fees and costs has lapsed, and no appeal or petition for rehearing or review has been timely filed; or the order

awarding attorney's fees and costs is affirmed on appeal, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing, review, appeal, or certiorari could be taken has finally expired.

7.3 Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel. The payment of attorneys' fees, costs, and expenses shall be made through a wired deposit by the Settlement Administrator into the attorney client trust account of the law firm Milberg Coleman Bryson Phillips Grossman, PLLC. Milberg Coleman Bryson Phillips Grossman, PLLC will then handle the distribution of attorneys' fees and expenses to the rest of Class Counsel.

7.4 Subject to Court approval, the Settlement Class Representatives will request service awards in the amount of \$5,000 each to Plaintiffs Nelson and Cozza, to be paid from the Settlement Fund. Neither Class Counsel's application for, nor Class Representatives' entitlement to, a Service Award shall be conditioned in any way upon support for this Agreement. The Settlement Administrator will disperse Service Awards, if any, directly to the Class Representatives.

7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.1, 2.2 and 2.3. Class Counsel and Bansley shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator's, as applicable, determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in ¶ 2.6. All claims agreed to be paid in full by Bansley shall be deemed valid.

8.2 Checks for approved claims shall be mailed and postmarked within twenty-one (21) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Bansley, Class Counsel, Plaintiff, Plaintiffs' Counsel, and/or Bansley's counsel based on distributions of benefits to Settlement Class Members.

## **9. Payment Schedule**

9.1 Bansley shall pay costs sufficient to fund the settlement as follows:

- a) Within fifteen (15) days of the Court granting preliminary approval of this Settlement Agreement, Bansley shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Claims Administrator

(said amount being part of and not in addition to the Settlement Amount);

- b) Within thirty (30) days following the entry of the order granting preliminary approval of the Settlement, it shall pay into a Qualified Settlement Fund (QSF) to be established and maintained by the Settlement Administrator the remaining Settlement Amount; and,
- c) Within ten (10) days of the Effective Date, the Settlement Administrator shall pay to Class Counsel any attorneys' fees, costs, expenses, and service award pursuant to ¶ 7.

## **10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) Bansley has not exercised their option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.12.

10.2 If all of the conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.4 unless Class Counsel and Bansley's counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Bansley's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

10.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall



jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Bansley shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 2.6 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

## **11. Miscellaneous Provisions**

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a

manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 All documents and materials, if any, provided by Bansley in confirmatory discovery pursuant to ¶ 2.5 shall be treated as confidential and returned to Bansley and/or destroyed within sixty (60) days of the Effective Date. Such documents and materials, if any, may not be used for any purpose other than confirmatory discovery in this Litigation.

11.5 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.6 The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or

inducements have been made to any party concerning the Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This agreement supersedes all previous agreements made by the parties. Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

11.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

11.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Illinois, and the rights and

obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois.

11.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

11.13 All dollar amounts are in United States dollars (USD).

11.14 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void sixty (60) days after issuance and shall bear the language: “This check must be cashed within 60 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Bansley shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or ¶ 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Class Counsel

Counsel for Bansley & Kiener, L.L.P., and  
Duly Authorized Signatory

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

*/s/ David K. Lietz*

David K. Lietz  
5335 Wisconsin Avenue NW  
Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
dlietz@milberg.com

Gary M. Klinger  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Phone: 866.252.0878  
gklinger@milberg.com

**MARKOVITS, STOCK & DEMARCO, LLC**

*/s/ Terence R. Coates*

Terence R. Coates  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Telephone: (513) 651-3700  
Fax: (513) 665-0219  
tcoates@msdlegal.com

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

*/s/*

Kyle Pozan (Bar No. 6306761)  
Kate M. Baxter-Kauf  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Telephone: 612.339.6900  
Facsimile: 612.339.0981  
kjpozan@locklaw.com  
kmbaxter-kauf@locklaw.com

**CASEY GERRY SCHENK FRANCAVILLA  
BLATT & PENFIELD, LLP**

**BAKER & HOSTETLER, LLP**

*/s/*

Christopher A. Wiech  
1170 Peachtree Street, Suite 2400  
Atlanta, Georgia 30309  
(404) 946-9814  
cwiech@bakerlaw.com

Joshua M. Fliegel  
One North Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Telephone: 312.416.6200  
Facsimile: 312.416.6201  
jfliegel@bakerlaw.com

*Attorneys for Defendant*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
*Authorized Representative for  
Bansley & Kiener, L.L.P.*

Class Counsel

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

/s/

David K. Lietz  
5335 Wisconsin Avenue NW  
Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
dlietz@milberg.com

Gary M. Klinger  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Phone: 866.252.0878  
gklinger@milberg.com

**MARKOVITS, STOCK & DEMARCO, LLC**

/s/

Terence R. Coates  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Telephone: (513) 651-3700  
Fax: (513) 665-0219  
tcoates@msdlegal.com

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

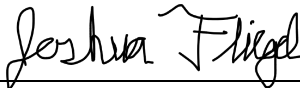
/s/

Kyle Pozan (Bar No. 6306761)  
Kate M. Baxter-Kauf  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Telephone: 612.339.6900  
Facsimile: 612.339.0981  
kjpozan@locklaw.com  
kmbaxter-kauf@locklaw.com

**CASEY GERRY SCHENK FRANCAVILLA  
BLATT & PENFIELD, LLP**

Counsel for Bansley & Kiener, L.L.P., and  
Duly Authorized Signatory

**BAKER & HOSTETLER, LLP**

/s/ 

Christopher A. Wiech  
1170 Peachtree Street, Suite 2400  
Atlanta, Georgia 30309  
(404) 946-9814  
cwiech@bakerlaw.com

Joshua M. Fliegel  
One North Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Telephone: 312.416.6200  
Facsimile: 312.416.6201  
jfliegel@bakerlaw.com

*Attorneys for Defendant*

Dated: \_\_\_\_\_

By: \_\_\_\_\_



\_\_\_\_\_  
*Authorized Representative for  
Bansley & Kiener, L.L.P*

Class Counsel

Counsel for Bansley & Kiener, L.L.P., and  
Duly Authorized Signatory

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

**BAKER & HOSTETLER, LLP**

/s/ \_\_\_\_\_  
David K. Lietz  
5335 Wisconsin Avenue NW  
Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
dlietz@milberg.com

/s/ \_\_\_\_\_  
Christopher A. Wiech  
1170 Peachtree Street, Suite 2400  
Atlanta, Georgia 30309  
(404) 946-9814  
cwiech@bakerlaw.com

Gary M. Klinger  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Phone: 866.252.0878  
gklinger@milberg.com

Joshua M. Fliegel  
One North Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Telephone: 312.416.6200  
Facsimile: 312.416.6201  
jfliegel@bakerlaw.com

*Attorneys for Defendant*


**MARKOVITS, STOCK & DEMARCO, LLC**

/s/ \_\_\_\_\_  
Terence R. Coates  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Telephone: (513) 651-3700  
Fax: (513) 665-0219  
tcoates@msdlegal.com

Dated: \_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
*Authorized Representative for  
Bansley & Kiener, L.L.P*

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

/s/  \_\_\_\_\_  
Kyle Pozan (Bar No. 6306761)  
Kate M. Baxter-Kauf  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Telephone: 612.339.6900  
Facsimile: 612.339.0981  
kjpozan@locklaw.com  
kmbaxter-kauf@locklaw.com

**CASEY GERRY SCHENK FRANCAVILLA  
BLATT & PENFIELD, LLP**

/s/ Gayle M. Blatt

Gayle M. Blatt  
110 Laurel Street  
San Diego, CA 92101  
Telephone: 619.238.1811  
Facsimile: 619.544.9232  
gmb@cglaw.com

*Counsel for Plaintiffs and the proposed Class*

Dated: \_\_\_\_\_  
By:

\_\_\_\_\_  
Gregg Nelson  
*Plaintiff*

Dated: \_\_\_\_\_  
By:

\_\_\_\_\_  
Daniel Cozza  
*Plaintiff*



/s/ \_\_\_\_\_  
Gayle M. Blatt  
110 Laurel Street  
San Diego, CA 92101  
Telephone: 619.238.1811  
Facsimile: 619.544.9232  
gmb@cglaw.com

*Counsel for Plaintiffs and the proposed Class*

Dated: \_\_\_\_\_

By:

*Gregg Nelson*  
Gregg Nelson (Jun 23, 2022 10:07 CDT)

Gregg Nelson  
*Plaintiff*

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
Daniel Cozza  
*Plaintiff*

/s/

\_\_\_\_\_  
Gayle M. Blatt  
110 Laurel Street  
San Diego, CA 92101  
Telephone: 619.238.1811  
Facsimile: 619.544.9232  
gmb@cglaw.com

*Counsel for Plaintiffs and the proposed Class*

Dated: \_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Gregg Nelson  
*Plaintiff*

Dated: 6/24/2022  
By: \_\_\_\_\_

  
\_\_\_\_\_  
Daniel Cozza  
*Plaintiff*

FILED DATE: 7/11/2022 8:54 PM 2021CH06274

EXHIBIT A

**CLAIM FORM**

This claim form should be filled out online or submitted by mail if you received a notification from Bansley & Kiener, L.L.P. ("Bansley") relating to cyberattack against Bansley's computer systems that occurred in 2020 (the "Data Incident"), and you had out-of-pocket expenses, fraudulent charges, lost time spent dealing with the Data Incident, or unreimbursed extraordinary monetary losses as a result of the Data Incident. You may get a check if you fill out this claim form, if the settlement is approved, and if you are found to be eligible for a payment.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com), or call 1-XXX-XXX-XXXX for more information or to file a claim online.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. Please print clearly in blue or black ink. This claim form must be mailed and postmarked or submitted online by **Month Day, 2022**.

1. CLASS MEMBER INFORMATION.

Name (REQUIRED): \_\_\_\_\_

Number and Street (REQUIRED) \_\_\_\_\_

City (REQUIRED) \_\_\_\_\_ State (REQUIRED) \_\_\_\_\_ Zip Code (REQUIRED) \_\_\_\_\_

Telephone Number (REQUIRED): ( ) \_\_\_\_\_ Email Address (optional) \_\_\_\_\_

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice and sections 2.1 through 2.2 of the Settlement Agreement (available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of out-of-pocket expenses, fraudulent charges, or lost time that you had to pay as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish).

a. Ordinary Expenses Resulting from the Data Incident:

\_\_\_\_\_ Unreimbursed charges incurred as a result of the Data Incident.

Examples - Bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel incurred between August 20, 2020 and the Claims Deadline. Other examples include: fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 20, 2020 and the Claims Deadline.

Total amount for this category \$ \_\_\_\_\_

**If you are seeking reimbursement for fees, expenses, or charges, please attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred.**

**If you are seeking reimbursement for credit reports, credit monitoring, or other identity theft insurance product purchased between August 20, 2020 and the Claims**

**Deadline, please attach a copy of a receipt or other proof of purchase for each credit report or product purchased. (Note: By claiming reimbursement in this category, you certify that you purchased the credit monitoring or identity theft insurance product primarily because of the Bansley Data Incident and not for any other purpose).**

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

\_\_\_\_\_ **Attested Time**

To obtain compensation for lost time under this category, you must (1) check the appropriate box for the amount of time you are claiming, and (2) attest subject to penalty of perjury that all claimed time was spent related to the Data Incident. Round to the nearest hour and check only one box. Valid claims will be reimbursed at a rate of \$25 per hour, subject to the terms and conditions of the Settlement Agreement.

**NOTE: All Settlement Class Members may seek reimbursement for up to five (5) hours of attested lost time by checking a box below and the attestation.**

- 1 Hour
- 2 Hours
- 3 Hours
- 4 Hours
- 5 Hours

**Attestation**

- I attest that I spent the claimed amount of time on the Data Incident.

**b. Extraordinary Expenses**

\_\_\_\_\_ Unreimbursed expenses resulting from identity theft or fraud incurred between August 20, 2020 and the Claims Deadline.

Total amount for this category \$ \_\_\_\_\_

***Attach a copy of statements that demonstrate that identity theft or fraud occurred and any correspondence showing that you reported the fraud. If you do not have anything in writing, tell us the approximate date that you reported and to whom you reported the fraud.***

You may mark out any information that is not relevant to your claim before sending in the documentation.

**Date reported** \_\_\_\_\_

**Description of the person(s) to whom you reported the fraud**

\_\_\_\_\_  
\_\_\_\_\_

- Check this box to confirm that you have exhausted all applicable insurance policies, including credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.**

\_\_\_\_\_ Other unreimbursed out-of-pocket expenses that happened because of the Data Incident that are not accounted for in your responses above.

Examples – This category includes any other unreimbursed expenses or charges that are not otherwise accounted for in your answers to the questions above, including any expenses or charges that you believe were the result of an act of identity theft, including identify theft related to medical care.

Total amount for this category \$ \_\_\_\_\_

**Describe the expense, why you believe that they are related to the Data Incident, and provide as much detail as possible about the date you incurred these expenses and the company or person to whom you had to pay them. Please provide copies of any receipts, police reports, or other documentation supporting your claim. The claims administrator may contact you for additional information before processing your claim.**

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**c. Claim for Identity Theft Protection Activation Code**

**All Settlement Class members with twelve (12) months of Identity Theft Protection services. If you are confirmed as a member of the Settlement Class and the Settlement is approved by the court, you will be mailed and e-mailed an activation code to enroll in twelve months of Identity Theft Protection at no cost to you.**

**I request an Identity Theft Protection activation code**

**3. SIGN AND DATE YOUR CLAIM FORM.**

I declare that the information supplied in this claim form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

\_\_\_\_\_  
*Signature*                      \_\_\_\_\_  
*Print Name*                      \_\_\_\_\_  
*Month/Day/Year*                      /                      /

**4. MAIL YOUR CLAIM FORM.**

This claim form must be postmarked by \_\_\_\_\_, 2022 and mailed to: Bansley Data Settlement Claims, c/o \_\_\_\_\_.

EXHIBIT B

If you were notified by Bansley & Kiener, L.L.P of the 2020 Data Incident, you may be eligible for a payment from a class action settlement.

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A settlement has been reached in a class action lawsuit against Bansley & Kiener, L.L.P. (“Bansley”) relating to cyberattack against Bansley’s computer systems that occurred in 2020 (the “Data Incident”). The computer systems possibly affected by the Data Incident potentially contained certain personal information relating to current and former Bansley clients. The Plaintiffs’ claim that Bansley was responsible for the Data Incident and asserts claims such as: negligence; unjust enrichment; breach of contract; and declaratory judgment. Bansley denies all of the claims and says it did not do anything wrong.

**WHO IS INCLUDED?** Bansley records show you were sent notification from Bansley of the Data Incident, and, therefore, you are included in this Settlement as a “Settlement Class member.”

**SETTLEMENT BENEFITS.** The Settlement provides two types of payments to people who submit valid claims: 1) Reimbursement of up to \$1,000.00 for out-of-pocket expenses and lost time that resulted from the Data Incident; and 2) Reimbursement of up to \$5,000.00 for extraordinary expenses which were more likely than not caused by the Data Incident. The Settlement also provides all Settlement Class members with the opportunity to claim 12 months of identity theft protection. Bansley has also taken steps to improve its data security in the future.

**THE ONLY WAY TO RECEIVE A BENEFIT IS TO FILE A CLAIM.** To file your Claim online, or to get a paper Claim Form, visit the website or call 1-XXX- XXX-XXXX. The claim deadline is **Month Day, 2022.**

**OTHER OPTIONS.** If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Bansley for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month Day, 2022.** If you stay in the Settlement, you may object to it by **Month Day, 2022.** A more detailed notice is available to explain how to exclude yourself or object. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On **Month Day, 2022,** the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees up to \$300,000, reimbursement of Class Counsel expenses not to exceed \$15,000, and a service award of \$10,000 to be split equally by the Plaintiffs. The Motion for attorneys’ fees will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

[www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)

1-XXX-XXX-XXXX



EXHIBIT C

**IN THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT, COOK COUNTY, ILLINOIS**

**If you were notified by Bansley & Kiener, L.L.P. of the  
2020 Data Incident, you may be eligible for a  
payment from a class action settlement.**

*Para una notificación en Español, visitar [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com).*

*A state court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Bansley & Kiener, L.L.P. (“Bansley”) relating to cyberattack against Bansley’s computer systems that occurred in 2020 (the “Data Incident”). The computer systems possibly affected by the Data Incident potentially contained certain personal information (such as names, dates of birth, Social Security numbers, driver’s license or state-issued identification numbers, passport numbers, tax identification numbers, military identification numbers, financial account numbers, payment card numbers, and/or personal health information) relating to current and former Bansley clients.
- If you were sent notification from Bansley of the Data Incident, you are included in this Settlement as a “Settlement Class member.”
- The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and charges that were incurred and plausibly arose from the Data Incident, for other extraordinary unreimbursed monetary losses and for reimbursement for time spent dealing with the Data Incident. The Settlement also provides for identity theft protection services.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You will not get any payment from the Settlement, but you also will not release your claims against Bansley. This is the only option that allows you to be part of any other lawsuit against Bansley or related parties for the legal claims resolved by this Settlement.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.

<b>GO TO THE FINAL FAIRNESS HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
<b>DO NOTHING</b>	You will receive nothing from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain benefits from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), or call 1-XXX- XXX-XXXX.
- The Court in charge of this case still has to decide whether to grant final approval the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

**WHAT THIS NOTICE CONTAINS**

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FILED DATE: 7/11/2022 8:54 PM 2021CH06274

## **BASIC INFORMATION**

### **1. Why is this Notice being provided?**

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Circuit Court, First Judicial Circuit, Cook County, Illinois. The case is known as *Nelson v. Bansley & Kiener, L.L.P.*, Case No. 2021CH06274 (the “Lawsuit”). The persons who filed the Lawsuit are called the Plaintiffs and the entity they sued, Bansley & Kiener, L.L.P., is called the Defendant.

### **2. What is this lawsuit about?**

The Lawsuit claims that Bansley was responsible for the Data Incident and asserts claims such as: negligence; unjust enrichment; breach of contract; and declaratory judgment. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Bansley has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives (in this case, Gregg Nelson and Daniel Cozza) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class members. One Court and one judge resolves the issues for all Class members, except for those who exclude themselves from the Settlement Class.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Class Representatives or Bansley. Instead, the Class Representatives negotiated a settlement with Bansley that allows both Class Representatives and Bansley to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class members to obtain payment without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class members. This Settlement does not mean that Bansley did anything wrong.

## WHO IS INCLUDED IN THE SETTLEMENT?

### **5. How do I know if I am part of the Settlement?**

You are part of this Settlement as a Settlement Class member if you previously received a notification from Bansley of the Data Incident.

### **6. Are there exceptions to being included in the Settlement?**

Yes. Specifically excluded from the Settlement Class are: (i) Bansley and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* (a no-contest plea, while not technically a guilty plea, has the same immediate effect as a guilty plea and is often offered as part of a plea bargain) to any such charge.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### **7. What does the Settlement provide?**

Bansley has agreed to pay \$900,000.00 into a Settlement Fund.

The Settlement will provide payments to people who submit valid claims.

There are two types of payments that are available: (1) Ordinary Expense Reimbursement, including lost time (Question 8, below) and (2) Extraordinary Expense Reimbursement (Question 9, below). You may submit a claim for either or both types of payments. In order to claim each type of payment, you must provide related documentation with the Claim Form.

The Settlement also provides for twelve (12) months of identity theft protection service to all Settlement Class members who claim the service.

### **8. What payments are available for Expense Reimbursement?**

Class Members are eligible to receive reimbursement of up to \$1000.00 (in total) for the following categories of out-of-pocket expenses resulting from the Data Incident:

- bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- fees for credit reports, credit monitoring, or other identity theft insurance product purchased between August 20, 2020 and the date of the close of the Claims Period (if Settlement Class Member makes affirmative statement that it was purchased primarily because of the Data Incident);

- reimbursement of up to 5 hours of attested lost time (at \$25 per hour) spent dealing with the Data Incident, e.g., time spent dealing with replacement card issues, reversing fraudulent charges, rescheduling medical appointments and/or finding alternative medical care and treatment, retaking or submitting to medical tests, locating medical records, retracing medical history, and any other demonstrable form of disruption to medical care and treatment.

**9. What payments are available for Extraordinary Expense Reimbursement?**

Class Members who had other extraordinary unreimbursed monetary losses because of information compromised as part of the Data Incident are eligible to make a claim for reimbursement of up to \$5000.00. As part of the claim, the Class Member must show that: (1) it is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred during the time period from August 20, 2020 through and including the end of the applicable claims period; (4) the loss is not already covered by one or more of the categories in Question 8; and (5) a reasonable effort was made to avoid or seek reimbursement for the loss.

More details are provided in the Settlement Agreement, which is available at [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com).

**HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM**

**10. How do I get benefits from the Settlement?**

To ask for a payment, you must complete and Submit a Claim Form. Claim Forms are available at [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com), or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **Month Day, 2022** to:

Bansley Claims Administrator  
 PO Box XXXXX  
 City, State zip code

**11. How will claims be decided?**

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claim Referee who has been appointed by the Court.



**12. When will I get my payment?**

The Court will hold a Final Fairness Hearing at **Time** on **Month Day, 2022** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

**REMAINING IN THE SETTLEMENT**

**13. Do I need to do anything to remain in the Settlement?**

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **Month Day, 2022**.

**14. What am I giving up as part of the Settlement?**

If the Settlement becomes final, you will give up your right to sue Bansley for the claims being resolved by this Settlement. The specific claims you are giving up against Bansley are described in Section 1.22 of the Settlement Agreement. You will be “releasing” Bansley and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at *www.XXXXXXXXXXXXXX.com*.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep the right to sue Bansley about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

**15. If I exclude myself can I still get payment from the Settlement?**

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

**16. If I do not exclude myself can I sue Bansley for the same thing later?**

No. Unless you exclude yourself from the Settlement, you give up any right to sue Bansley for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

**17. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Nelson, et al. v. Bansley & Kiener, L.L.P.*, Case No. 2021CH06274. Your letter must also include your name, address, and signature. You must mail your exclusion request postmarked no later than **Month Day, 2022** to:

Bansley Settlement Exclusions  
P.O. Box \_\_\_\_\_  
[City] [ST] \_\_\_\_\_ - \_\_\_\_\_

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

The court has appointed David K. Lietz, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Terence R. Coates of Markovits, Stock & DeMarco, LLC; Kyle Pozan and Kate M. Baxter-Kauf of Lockridge Grindal Nauen PLLP; and Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP, to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will Class Counsel be paid?**

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees up to \$300,000 and expenses not to exceed \$15,000. Class Counsel will also request approval of a \$5,000 service award for the Class Representatives (for a total award of \$10,000). If approved, these amounts, as well as the costs of notice and settlement administration, will be paid from the \$900,000 settlement fund established by the Settlement.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**20. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Bansley's Counsel a written notice stating that you object to the Settlement in *Nelson v. Bansley & Kiener, L.L.P.*, Case No. 2021CH06274.

Your objection must include:

- 1) your full name, address, telephone number, and e-mail address;
- 2) information or proof showing you are a Settlement Class member;

- 3) the reasons why you object to the Settlement, including any documents supporting your objection;
- 4) the name and address of your attorney, if you have retained one;
- 5) the name and address of any attorneys representing you that may appear at the Final Fairness Hearing;
- 6) a statement confirming whether you and/or your counsel intend to personally appear and/or testify at the Final Fairness Hearing;
- 7) your signature or the signature of your attorney or other duly authorized representative (along with documentation illustrating representation).

Your objection must be filed with the Clerk of the Circuit Court, First Judicial District, Cook County, Illinois no later than **Month Day, 2022**. You must also mail copies of your objection to Class Counsel and Bansley's Counsel postmarked no later than **Month Day, 2022**, at all of the addresses below.

CLASS COUNSEL	BANSLEY'S COUNSEL
Terence R. Coates <b>Markovits, Stock &amp; DeMarco, LLC</b> 119 E. Court Street, Suite 530 Cincinnati, OH 45202	Christopher A. Wiech <b>BAKER &amp; HOSTETLER LLP</b> 1170 Peachtree Street, Suite 2400 Atlanta, Georgia 30309

### 21. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

### THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

### 22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing at **Time** on **Month Day, 2022**, in the Circuit Court, First Judicial District, Cook County, Illinois. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the service awards to the Class Representatives.

**23. Do I have to come to the Final Fairness Hearing?**

No. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

**24. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**25. What happens if I do nothing?**

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Bansley or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**26. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Stipulation and Settlement Agreement, which is available at [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), or by writing to the Bansley Claims Administrator, P.O. Box, [City] [ST] \_\_\_\_\_ - \_\_\_\_\_.

**27. How do I get more information?**

Go to [www.XXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXX.com), call 1-XXX-XXX-XXXX, or write to the Bansley Claims Administrator, P.O. Box \_\_\_\_\_, [City] [ST] \_\_\_\_\_ - \_\_\_\_\_.

***Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding the Settlement or the Lawsuit.***

EXHIBIT D

**IN THE CIRCUIT COURT  
FIRST JUDICIAL CIRCUIT  
COOK COUNTY, ILLINOIS**

GREGG NELSON and DANIEL COZZA,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

BANSLEY & KIENER, L.L.P.,

Defendant.

Civil Action No. 2021CH06274

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS  
SETTLEMENT AGREEMENT**

This matter came before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

In December 2020, Bansley & Kiener, L.L.P. experienced a cyberattack in which criminals gained access to certain of Bansley’s computer systems (“Data Incident”). Thereafter, Plaintiffs Gregg Nelson and Daniel Cozza (“Plaintiffs” or “Class Representatives”) filed a consolidated class action complaint (the “Consolidated Complaint”) against Defendant Bansley (“Bansley,” and together with Plaintiff, “the Parties”). The Consolidated Complaint asserts five causes of action, all of which allegedly arise from the Data Incident: (1) negligence; (2) unjust enrichment; (3) breach of express contract; (4) breach of implied contract; and (5) declaratory judgment.

According to the Consolidated Complaint, Bansley failed to properly secure and safeguard personal identifiable information, which resulted in the exposure of clients’ personal information. The information allegedly exposed included names, dates of birth, Social Security numbers,

driver's license or state-issued identification numbers, passport numbers, tax identification numbers, military identification numbers, financial account numbers, payment card numbers, and/or personal health information. Bansley denies any wrongdoing.

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations and a mediation overseen by Judge Wayne Andersen (Ret.), JAMS Mediation. The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.<sup>1</sup>

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to 735 ILCS 5/2-801, *et seq.*, the Court provisionally certifies a Settlement Class in this matter defined as follows:

**All persons who were identified by Bansley as having their data potentially accessed in the Data Incident, and who were sent a Notice of Data Breach letter by or on behalf of Bansley regarding the Data Incident.**

The Settlement Class specifically excludes: (i) Bansley and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding

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<sup>1</sup> Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Class Members; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

**2. Class Representatives and Class Counsel.** Gregg Nelson and Daniel Cozza are hereby provisionally designated and appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Class Counsel: David K. Lietz and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Terence R. Coates of Markovits, Stock & DeMarco, LLC; Kyle Pozan and Kate M. Baxter-Kauf of Lockridge Grindal Nauen PLLP; and Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP.



3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Cook County and Bansley conducts substantial business throughout Cook County.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_ at \_\_\_\_:00 a.m. on Month, 2022, in the Circuit Court, First Judicial Circuit, Cook County, Illinois, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to 735 ILCS 5/2-801, *et seq.*; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to 735 ILCS 5/2-801, *et seq.*; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the motion of the Class Representatives for an Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Final Approval of the Settlement, Service Award Request, and Fee Request shall be filed with the Court at least 30 Days prior to the Final Approval Hearing. By no later than 14 Days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

6. **Administration.** The Court appoints Postlethwaite & Netterville ("P&N") as the Claims Administrator, with responsibility for class notice and claims administration and to fulfill

the duties of the Claims Administrator set forth in the Settlement Agreement. All costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Claims Administrator's fees, as well as the costs associated with administration of the Settlement, shall be paid from the Settlement Fund.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Short-Form Notice, and Long-Form Notice attached to the Settlement Agreement as Exhibits A, B, and C satisfy the requirements of 735 ILCS 5/2-801, et seq., provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Claims Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **30 days from the date of this Order** (the "Notice Deadline"), the Claims Administrator shall complete the Notice Program in the manner set forth in Section 3 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and the Court concludes that the Notice

Program meets all applicable requirements of law, and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Claims Administrator at the address provided in the Notice, postmarked no later than **60 Days from the date of this Order** (the “Opt-Out Period”). The written notification must include the individual’s full name, address, and telephone number; an unequivocal statement that he or she wants to be excluded from the Settlement Class; and the original signature of the individual or a person previously authorized by law, to act on behalf of the individual with respect to the claims asserted in this Action.

The Claims Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than **10 Days prior to the Final Approval Hearing.**

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit

valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

**10. Objections and Appearances.** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Award Request, or the Fee Request.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is (a) electronically filed with the Court by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of Court, Plaintiffs' Counsel, and Bansley's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Date, as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 5.1 of the Settlement Agreement, which is as follows:

- a. the objector's full name, current address, telephone number, and email address (if any);
- b. the Settlement Class Member's original signature;
- c. information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of Notice or copy of original notice of the Data Incident);
- d. a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable;
- e. identification of all counsel representing the objector;
- f. whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- g. the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation;

- h. a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; and
- i. copies of any documents that the objecting Settlement Class Member wishes to submit in support of his or her position

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered.

Any Settlement Class Member, including a Settlement Class Member who files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing. If the objecting Settlement Class Member intends to request the Court for permission to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least twenty-one (21) Days before the Final Approval Hearing.

If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from

challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

**11. Claims Process and Distribution and Allocation Plan.** Class Counsel and Bansley have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in Section 3 of the Settlement Agreement and directs that the Claims Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

**12. Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

**13. Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Bansley of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

**14. Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

**15. Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Claims Administrator.

**16. Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Deadline:** 30 Days after Preliminary Approval

**Motion for Final Approval:** 30 Days before Final Approval Hearing

**Motion for Service Awards, Attorneys' Fees and Costs:** 45-Days after Preliminary Approval

**Opt-Out Deadline:** 60 Days after Preliminary Approval

**Objection Deadline:** 60 Days after Preliminary Approval

**Replies in Support of Final Approval, Service Awards and Fee Requests: 14 Days before Final Approval Hearing**

**Claim Deadline:** 90 Days after Notice Deadline

**Final Approval Hearing:** No earlier than 90 Days after Preliminary Approval

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2022.

FILED DATE: 7/11/2022 8:54 PM 2021CH06274



EXHIBIT E

**IN THE CIRCUIT COURT  
FIRST JUDICIAL CIRCUIT  
COOK COUNTY, ILLINOIS**

GREGG NELSON and DANIEL COZZA,  
individually and on behalf of all others similarly  
situated,  
Plaintiff,

vs.

BANSLEY & KIENER, L.L.P.,  
  
Defendant.

Civil Action No. 2021CH06274

**[PROPOSED] FINAL ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS  
SETTLEMENT**

Before the Court is Plaintiffs’ unopposed motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs Gregg Nelson and Daniel Cozza (“Plaintiffs” or “Class Representatives”) and Defendant Bansley & Kiener, L.L.P., (“Defendant”) as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

**THE COURT** not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**THE COURT** being required under 735 ILCS 5/2-801, et seq. to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

IT IS ON THIS \_\_\_\_ day of \_\_\_\_\_, 2022,

**ORDERED** that:

1. The Settlement involves allegations in Plaintiffs' Consolidated Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of its clients and that this alleged failure caused injuries to Plaintiffs and the Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On \_\_\_\_\_ the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed Plaintiffs as the Class Representatives, and appointed Class Counsel; (c) preliminarily approved the Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to 735 ILCS 5/2-801, et seq., for settlement purposes only, the Court certified the Settlement Class, defined as follows:

All persons who were identified by Bansley as having their data potentially accessed in the Data Incident, and who were sent a Notice of Data Breach letter by or on behalf of Bansley regarding the Data Incident.

Excluded from the Settlement Class are (i) Defendant and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found

by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of 735 ILCS 5/2-801, et seq.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. The creation of a \$900,000.00 common fund;
- b. A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Claims Administrator mutually agreed upon by Class Counsel and Defendant;
- c. Identity theft protection services for Settlement Class Members;
- d. Defendant to pay all Notice and Claims Administration costs from the common fund;
- e. Defendant to pay a Court-approved amount for attorneys' fees up to \$300,000.00, and expenses up to \$15,000 of Class Counsel from the common fund; and
- f. Defendant to pay a Service Award of \$5,000 to each of the Plaintiffs (for a total payment of \$10,000).

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiffs have been provided to

Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Claims Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of 735 ILCS 5/2-801, et seq.

11. As of the final date of the Opt-Out Period, \_\_\_\_\_ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in Exhibit A to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

12. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

13. Pursuant to the Settlement Agreement, Defendant, and the Claims Administrator, shall implement the Settlement in the manner and time frame as set forth therein.

14. Pursuant to the Settlement Agreement, Plaintiffs and the Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

any and all claims and causes of action including, without limitation, any causes of action under or relying on the Illinois State Constitution's right to privacy; negligence; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy/intrusion upon seclusion; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution,

the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and alleged theft of personally identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of those persons identified in Exhibit A to this Order who have timely and validly requested exclusion from the Settlement Class.

15. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims.

16. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

17. In accordance with 735 ILCS 5/2-801, et seq., this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to

delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this \_\_\_\_ day of \_\_\_\_\_, 2022.

Presented by:

Proposed Class Counsel

Counsel for Bansley & Kiener, L.L.P., and  
Duly Authorized Signatory

/s/

David K. Lietz

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

5335 Wisconsin Avenue NW, Suite 440

Washington, D.C. 20015-2052

Telephone: (866) 252-0878

Facsimile: (202) 686-2877

dlietz@milberg.com

Gary M. Klinger

**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**

227 W. Monroe Street, Suite 2100

Chicago, IL 60606

Phone: 866.252.0878

gklinger@milberg.com

Terence R. Coates

**MARKOVITS, STOCK & DEMARCO, LLC**

119 E. Court Street, Suite 530

Cincinnati, OH 45202

Telephone: (513) 651-3700

Fax: (513) 665-0219

tcoates@msdlegal.com

Kyle Pozan (Bar No. 6306761)

Kate M. Baxter-Kauf

**LOCKRIDGE GRINDAL NAUEN P.L.L.P.**

100 Washington Avenue South, Suite 2200

Minneapolis, MN 55401

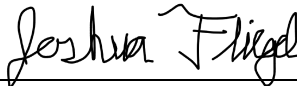
Telephone: 612.339.6900

Facsimile: 612.339.0981

kjpozan@locklaw.com

kmbaxter-kauf@locklaw.com

/s/



Christopher A. Wiech

**BAKER & HOSTETLER, LLP**

1170 Peachtree Street, Suite 2400

Atlanta, Georgia 30309

(404) 946-9814

cwiech@bakerlaw.com

Joshua M. Fliegel

**BAKER & HOSTETLER LLP**

One North Wacker Drive, Suite 4500

Chicago, Illinois 60606

Telephone: 312.416.6200

Facsimile: 312.416.6201

jfliegel@bakerlaw.com

*Counsel for Defendant*

delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this \_\_\_\_ day of \_\_\_\_\_, 2022.

Presented by:

Proposed Class Counsel

Counsel for Bansley & Kiener, L.L.P., and  
Duly Authorized Signatory

*/s/ David K. Lietz*

David K. Lietz  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015-2052  
Telephone: (866) 252-0878  
Facsimile: (202) 686-2877  
dlietz@milberg.com

*/s/*

Christopher A. Wiech  
BAKER & HOSTETLER, LLP  
1170 Peachtree Street, Suite 2400  
Atlanta, Georgia 30309  
(404) 946-9814  
cwiech@bakerlaw.com

Gary M. Klinger  
MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Phone: 866.252.0878  
gklinger@milberg.com

Joshua M. Fliegel  
BAKER & HOSTETLER LLP  
One North Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Telephone: 312.416.6200  
Facsimile: 312.416.6201  
jfliegel@bakerlaw.com

*Counsel for Defendant*

Terence R. Coates  
MARKOVITS, STOCK & DEMARCO, LLC  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Telephone: (513) 651-3700  
Fax: (513) 665-0219  
tcoates@msdlegal.com

Kyle Pozan (Bar No. 6306761)  
Kate M. Baxter-Kauf  
LOCKRIDGE GRINDAL NAUEN P.L.L.P.  
100 Washington Avenue South, Suite 2200  
Minneapolis, MN 55401  
Telephone: 612.339.6900  
Facsimile: 612.339.0981  
kjpozan@locklaw.com  
kmbaxter-kauf@locklaw.com



Gayle M. Blatt  
**CASEY GERRY SCHENK FRANCAVILLA  
BLATT & PENFIELD, LLP**  
110 Laurel Street  
San Diego, CA 92101  
Telephone: 619.238.1811  
Facsimile: 619.544.9232  
gmb@cglaw.com

*Counsel for Plaintiffs and the proposed Class*

Dated: \_\_\_\_\_  
By:

\_\_\_\_\_  
Gregg Nelson  
*Plaintiff*

Dated: 6/24/2022  
By:   
\_\_\_\_\_  
Daniel Cozza  
*Plaintiff*

Gayle M. Blatt  
**CASEY GERRY SCHENK FRANCAVILLA  
BLATT & PENFIELD, LLP**  
110 Laurel Street  
San Diego, CA 92101  
Telephone: 619.238.1811  
Facsimile: 619.544.9232  
gmb@cglaw.com

*Counsel for Plaintiffs and the proposed Class*

Dated: \_\_\_\_\_

By:

*Gregg Nelson*

Gregg Nelson (Jun 23, 2022 10:07 CDT)

\_\_\_\_\_  
Gregg Nelson  
*Plaintiff*

Dated: \_\_\_\_\_

By:

\_\_\_\_\_  
Daniel Cozza  
*Plaintiff*