SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Plaintiffs Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams, individually and on behalf of Settlement Class Members (as defined in Paragraph 35) (together, "Plaintiffs"), and Abbott Laboratories Employees Credit Union ("Defendant" or "ALEC") (collectively, the "Parties").

RECITALS

WHEREAS, Plaintiffs filed a Complaint against Defendant in the Circuit Court of McHenry County, Illinois, relating to a Data Incident affecting Defendant, which Defendant discovered on or around August 2, 2024, and asserted claims for negligence, breach of implied contract, unjust enrichment, invasion of privacy, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act;

WHEREAS, on December 1, 2025, the Parties attended a mediation with experienced mediator John DeGroote of DeGroote Partners and reached a settlement in principle at mediation;

WHEREAS, following mediation, the Parties negotiated the finer points of their agreement and drafted the instant Settlement Agreement and exhibits. Plaintiffs intend to file a motion for preliminary approval of this settlement in the action pending in the Circuit Court of McHenry County, Illinois; and

WHEREAS, Defendant denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, including that Class Representatives and the class they purport to represent have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under 735 Illinois Code of Civil Procedure 5/2-802.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. "Action" means the class action lawsuit captioned *Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams v. Abbott Laboratories Employees Credit Union*, Case No. 2026CH000033, pending in the Circuit Court of McHenry County, Illinois.

2. "Approved Claim" means the timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator.

3. "Claim Form" means the form that will be available for Settlement Class Members to submit a Settlement Claim (defined below) to the Settlement Administrator (defined below) and that is substantially in the form of **Exhibit 3**. Settlement Class Members must submit a Claim

Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

4. "Claims Deadline" means the last day for a Settlement Class Member to submit a timely Claim Form, which will occur ninety (90) days after the Notice Deadline.

5. "Claims Period" means the period of time during which Settlement Class Members may submit a Claim Form to receive settlement benefits, which will end ninety (90) days after the Notice Deadline.

6. "Class Counsel" means Ben Barnow of Barnow and Associates P.C., Jason S. Rathod of Migliaccio & Rathod LLP, and Gary M. Klinger of Milberg PLLC.

7. "Class Representatives" means Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams.

8. "Court" means the Circuit Court of McHenry County, Illinois.

9. "Data Incident" means the data security incident affecting ALEC that ALEC discovered in or around August 2, 2024.

10. "Defendant's Counsel" means Mark Olthoff and Dmitry Shifrin of Polsinelli PC.

11. "Effective Date" means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Awards to a Class Representatives shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

12. "Fee Award, Costs, and Expenses" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

13. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Illinois Code of Civil Procedure 5/2-801, and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Fee Award, Costs, and Expenses or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

14. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Illinois Code of Civil Procedure 5/2-801 and whether to issue the Final Approval Order and Judgment.

15. "Litigation Costs and Expenses" means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

16. "Financial Monitoring Services" means two years of CyEx Financial Shield Pro Total.

17. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the form attached hereto as **Exhibit 1** ("Short Form Notice") and **Exhibit 2** ("Long Form Notice").

18. "Notice Deadline" means the last day by which Notice must begin to issue to the Settlement Class Members, which will occur thirty (30) days after entry of the Preliminary Approval Order.

19. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating, and distributing the Settlement Payments to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

20. "Objection Deadline" is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

21. "Opt-Out Deadline" is the last day on which a Settlement Class member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

22. "Out-of-Pocket Losses" means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 42.

23. "Personal Information" means information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual. The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

24. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Illinois Rule of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class

Members to object to or opt out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

25. "Pro Rata Cash Payment" or "Cash Payment" means a cash payment, with the amount of the payment received by Settlement Class Members to be determined based on the number of valid Claims received by the Settlement Administrator, as set forth in Paragraphs 51-54.

26. "Released Claims" means any and all past, present, and/or future claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, defenses, and remedies of every kind or description in law or in equity, fixed or contingent, accrued or unaccrued, including but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; all Illinois consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of implied contract; breach of fiduciary duty; invasion of privacy; unjust enrichment; and failure to provide adequate notice pursuant to any breach notification statute or common law duty, as well as monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, or interest—whether known or unknown (including Unknown Claims as set forth in Paragraph 71), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and the amendments thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members' Personal Information in the Data Incident, Defendant's provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies and practices as they relate to or arise from the Data Incident, or Defendant's maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

27. "Released Parties" means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, members, managers, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents, service providers and/or third-party administrators thereof, subrogees, and assigns of any of the foregoing, as well as clients of Defendant and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, members, managers, employees, stockholders, partners, servants, agents, service providers, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party." It is expressly understood that to the extent a Released Party is not a party to this Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

28. "Releasing Parties" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates,

successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, and attorneys, (iii) any entities in which a Plaintiffs and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

29. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

30. "Service Award Payment" means compensation awarded by the Court and paid to any Class Representative in recognition of his or her role in this litigation.

31. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

32. "Settlement Administrator" means Simpluris, a notice and settlement administrator with expertise handling class action notice and claims administration in data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

33. "Settlement Class" means all individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ALEC on or about August 2, 2024. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. There are approximately 36,000 Settlement Class Members without accounting for the above-enumerated exclusions.

34. "Settlement Class List" means the list generated by Defendant containing the full names, current or last known home addresses (if available), and email addresses (if available) for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 10 days of the Preliminary Approval Order.

35. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

36. "Settlement Payment" or "Settlement Check" means the payment(s) to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraphs 46 and 50.

37. "Settlement Website" means the website that the Settlement Administrator will establish prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The

Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

II. SETTLEMENT PAYMENTS

38. **Initial Notice Costs**. Defendant agrees to make a payment to the Settlement Administrator within twenty-one (21) days of the later of the Court granting preliminary approval of this Settlement or Defendant's receipt of a W-9 and funding invoice in an amount estimated by the Settlement Administrator to defray the actual expenses of notice to Settlement Class Members. To the extent this Settlement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The Settlement Administrator shall provide wiring or other payment instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order.

All other payments from Defendant shall be made as described in Section III.

III. Settlement Benefits

a. Pro Rata Cash Payment

39. **Pro Rata Cash Payment**. All Settlement Class Members may submit a claim for a Pro Rata Cash Payment by submitting a Claim Form to the Settlement Administrator no later than the Claims Deadline. Defendant agrees to make $150,000 available to pay for Pro Rata Cash Payments, and the amount of the payment to Settlement Class Members shall be determined by dividing the amount available by the total number of valid Claims for a Pro Rata Cash Payment.

40. **Assessing Claims for Pro Rata Cash Payments**. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a Pro Rata Cash Payment. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments for Pro Rata Cash Payments.

b. Reimbursement For Out-Of-Pocket Losses

41. **Reimbursement for Out-of-Pocket Losses**. In addition to the Pro Rata Cash Payment, all Settlement Class Members may submit a claim for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for up to Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) for reimbursement of Out-of-Pocket Losses. "Out-of-Pocket Losses" are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member's personal information; (ii) costs incurred on or after August 2,

2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for a Pro Rata Cash Payment and Financial Monitoring but in no circumstance will a Settlement Class Member be eligible to receive more than the Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) cap for out-of-pocket losses.

42. **Assessing Claims for Out-of-Pocket Losses**. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after August 2, 2024; and/or (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Settlement Class Members that file a Claim for Out-of-Pocket Losses only and not for a Pro Rata Cash Payment and have their Out-of-Pocket Losses Claim rejected may be treated by the Settlement Administrator as if he or she elected a Pro Rata Cash Payment.

43. **Disputes**. To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. If a deficient claim remains deficient after this process, it will be honored as a valid Pro Rata Cash Payment claim as long as the claim is otherwise valid and was submitted by a Settlement Class Member. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

c. Financial Monitoring

44. All Settlement Class Members will receive a code to enroll in 2 years of CyEx Financial Shield Pro. The Settlement Administrator shall include an activation code with the Class Notice that can be used to activate Financial Monitoring Services beginning on the Effective Date. Codes will be active for 180 days after the Effective Date and may be used to activate the full two years of monitoring if used at any time during that 180-day period. The provider shall provide Financial Monitoring Services to all Settlement Class Members who timely activate those services for a period of 2 years from the date of activation. Financial Monitoring expenses, the administration of which will be undertaken by the Settlement Administrator and overseen by Class Counsel, will be paid for by Defendant. Defendant's total out of pocket cost for Financial Monitoring Services shall be no more than $8,300.00.

d. Security Measures

45. Defendant has maintained and continues to maintain cybersecurity procedures and protocols. Defendant also has provided and continues to provide training, with additional personnel training after the Data Incident occurred. A confidential declaration attesting that ALEC has maintained and continues to maintain cybersecurity procedures and protocols has been provided to Class Counsel. Costs associated with these security-related procedures are paid by Defendant separate and apart from the settlement benefits reflected herein.

IV. PAYMENTS TO SETTLEMENT CLASS MEMBERS

46. **Payment Timing**. Payments for Approved Claims for reimbursement for Out-of-Pocket Losses and Pro Rata Cash Payments shall be issued in the form of an electronic payment or check mailed as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date. The Settlement Administrator shall utilize electronic payment methods wherever possible.

47. **Timing**. To the extent payments are made by check, settlement checks shall bear the legend that they expire if not negotiated within sixty (60) days of their date of issue.

48. **Returned Checks**. For any electronic payment or settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the electronic payment or check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail, place a telephone call, or send a text message to that Settlement Class Member to obtain updated address information. Any replacement electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

49. **Uncashed Checks**. To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone (including text message) to discuss how to obtain a reissued

electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

50. **Deceased Class Members**. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

V. CLAIMS AND DISTRIBUTION OF SETTLEMENT FUNDS

51. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline.

52. After the Settlement Administrator has confirmed all valid claims, the Settlement Administrator shall send an invoice to Defendant which shall pay the amount invoiced within twenty-one (21) days of receipt.

53. Upon Settlement Administrator's receipt of funds from Defendant, the Settlement Administrator shall distribute funds to the Settlement Class Members withing thirty (30) days.

54. **Subsequent Distribution and Unclaimed Property**. No portion of the Defendant's settlement payments shall be subject to any state, local, or federal escheat laws or non-claim statutes.

VI. SETTLEMENT CLASS NOTICE

55. **Timing of Notice**. Within ten (10) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

56. **Form of Notice**. Notice shall be disseminated via U.S. mail to Settlement Class Members as postcard notice with an attached, tear-off Claim Form. Reminder notice shall be sent if deemed appropriate by Class Counsel and with Defendant's Counsel's consent, which shall not be unreasonably withheld.

VII. OPT-OUTS AND OBJECTIONS

57. **Opt-Outs**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. No joint, combined, or aggregate opt-outs are permitted.

58. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement. No, joint, combined, or aggregate objections are permitted.

59. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the parties a complete list of all timely and valid requests for exclusion.

VIII. DUTIES OF THE SETTLEMENT ADMINISTRATOR

60. **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

a. Creating, administering, and overseeing the Settlement;

b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;

d. Providing Notice to Settlement Class Members via U.S. mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

g. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;

i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

j. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;

k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of settlement electronic payments and/or checks mailed and delivered, electronic payments and/or settlement checks cashed, undeliverable information, and any other requested information relating to settlement payments;

l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

m. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

61. **Limitation of Liability**. The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers, reinsurers, agents and/or third-party administrators, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement; (iii) the formulation, design or terms of the disbursement of the Settlement; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement; (v) any losses suffered by or fluctuations in the value of the Settlement; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

62. **Indemnification**. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement; (iii) the formulation, design or terms of the disbursement of the Settlement; (iv) the determination, administration, calculation or payment of any claims asserted for the Settlement; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

IX. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

63. **Certification of the Settlement Class**. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designating the Class Representatives as the representatives for the Settlement Class.

64. **Preliminary Approval**. Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

65. **Final Approval**. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline. In connection with the motion for preliminary approval, counsel for the parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that there are no requested revisions from Defendant.

If and when the Settlement becomes Final, the claims against ALEC in the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

66. **Jurisdiction**. The Court shall retain jurisdiction over the interpretation, implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, interpretation, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

X. MODIFICATION AND TERMINATION

67. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

68. **Termination**. In the event the proposed settlement contained in this Agreement does not become effective in material accordance with the terms hereof, is not finally approved, is terminated, cancelled or otherwise fails to become effective for any reason, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than the decision(s) denying, materially modifying or reversing approval of the Agreement, as justification for renegotiating the settlement. If such efforts are unsuccessful, Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within seven (7) days after the failure of good faith efforts to renegotiate. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees, costs and expenses, and/or Service Awards shall constitute grounds for termination of the Settlement.

69. **Effect of Termination**. In the event of a termination as provided in Paragraph 68, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XI. RELEASES

70. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims. Plaintiffs, Settlement Class Members, and any Releasing Parties covenant and agree that they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

71. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the

Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (and similar laws including Montana Code Ann. § 28-1-1602, North Dakota Cent. Code § 9-13-02, and South Dakota Codified Laws § 20-7-11), which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

72. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Class Representatives, other Settlement Class Members, and Class Counsel and any other attorneys for Plaintiffs in the Action shall be enjoined from prosecuting any claim released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XII. SERVICE AWARDS

73. **Service Awards**. At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment not to exceed Two Thousand Dollars and Zero Cents ($2,000.00) for each of the Class Representatives, for a total of Eighteen Thousand Dollars and Zero Cents ($18,000), in recognition of their contributions to this Action, subject to Court approval. Such Service Award Payments shall be paid by Defendant, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

74. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XIII. ATTORNEYS' FEES, COSTS, EXPENSES

75. **Attorneys' Fees, Costs, and Expenses**. At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees not to exceed $250,000.00, including litigation costs and expenses, to be paid by Defendant, and subject to Court approval. The Fee Award, Costs, and Expenses shall be paid by Defendant, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

76. **Allocation**. To the extent applicable, and unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award, Costs, and Expenses amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Defendant and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees, costs, and expenses.

77. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification, reversal, or appeal of any decision by the Court, concerning the amount of the attorneys' fees, costs, and expenses shall constitute grounds for termination of this Agreement.

XIV. NO ADMISSION OF LIABILITY

78. **No Admission of Liability**. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

79. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document produced or executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal; or (3) is or may be deemed to be, or may be used as, an

admission that the Settlement Agreement or Settlement renders the arbitration and class action waiver provisions of any member's agreements with ALEC unenforceable, invalid, or waived .

XV. MISCELLANEOUS

80. **Integration of Exhibits**. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

81. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

82. **Deadlines**. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

83. **Singular and Plurals**. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

84. **Headings**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

85. **Construction**. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

86. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

87. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

88. **No Conflict Intended**. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

89. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to the principles thereof regarding choice of law.

90. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

91. **Notices**. All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606
Tel: 312.621.2000
Fax: 312.641.5504
b.barnow@barnowlaw.com

Jason S. Rathod
MIGLIACCIO & RATHOD LLP
412 H Street NE, Suite 302
Washington, DC 20002
Tel: 202.470.3520
Fax: 202.800.2730
jrathod@classlawdc.com

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

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Dmitry Shifrin
POLSINELLI PC
150 N Riverside Plaza, Suite 3000
Chicago, IL 60606
Tel: 312.819.1900
Fax: 312.819.1910
dshifrin@polsinelli.com

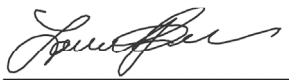
Mark Olthoff
POLSINELLI PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Tel: 816.753.1000
Fax: 816.753.1536
molthoff@polsinelli.com

The notice recipients and addresses designated above may be changed by written notice.

92. **Authority**. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

LAURA BOGDAN

By:  Date: 04/07/2026

MARISSA FORESTA

By: _____ Date: _____

LAKEENA THOMPSON

By: _____ Date: _____

SONIA J. PEREZ

By: _____ Date: _____

KELLY MONASTIRIAKOS

By: _____ Date: _____

LLOYD GARCIA

By: _____ Date: _____

KARLA GARCIA

By: _____ Date: _____

SHARITA MEDINA

By: _____ Date: _____

JOHN WILLIAMS

By: _____ Date: _____

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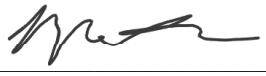
LAURA BOGDAN

By: _____ Date: _____

MARISSA FORESTA

By:  Date: 04/07/2026

LAKEENA THOMPSON

By: _____ Date: _____

SONIA J. PEREZ

By: _____ Date: _____

KELLY MONASTIRIAKOS

By: _____ Date: _____

LLOYD GARCIA

By: _____ Date: _____

KARLA GARCIA

By: _____ Date: _____

SHARITA MEDINA

By: _____ Date: _____

JOHN WILLIAMS

By: _____ Date: _____

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SIGNATURES

LAURA BOGDAN

By: _____ Date: _____

MARISSA FORESTA

By: _____ Date: _____

LAKEENA THOMPSON

By: Lakeena Thompson (Apr 16, 2026 15:13:33 CDT) Date: 16/04/2026

SONIA J. PEREZ

By: _____ Date: _____

KELLY MONASTIRIAKOS

By: _____ Date: _____

LLOYD GARCIA

By: _____ Date: _____

KARLA GARCIA

By: _____ Date: _____

SHARITA MEDINA

By: _____ Date: _____

JOHN WILLIAMS

By: _____ Date: _____

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SIGNATURES

LAURA BOGDAN

By: _____ Date: _____

MARISSA FORESTA

By: _____ Date: _____

LAKEENA THOMPSON

By: _____ Date: _____

SONIA J. PEREZ

By: sonia perez _____ Date: Apr 6, 2026 _____

sonia perez (Apr 6, 2026 14:40:52 CDT)

KELLY MONASTIRIAKOS

By: _____ Date: _____

LLOYD GARCIA

By: _____ Date: _____

KARLA GARCIA

By: _____ Date: _____

SHARITA MEDINA

By: _____ Date: _____

JOHN WILLIAMS

By: _____ Date: _____

Docusign Envelope ID: 8EF86004-79B6-803F-8275-EF969B7061E8

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SIGNATURES

LAURA BOGDAN

By: _____ Date: _____

MARISSA FORESTA

By: _____ Date: _____

LAKEENA THOMPSON

By: _____ Date: _____

SONIA J. PEREZ

By: _____ Date: _____

KELLY MONASTIRIAKOS

By: Signed by: KELLY MONASTIRIAKOS 70AFDD52DEF940E... Date: 4/6/2026

LLOYD GARCIA

By: _____ Date: _____

KARLA GARCIA

By: _____ Date: _____

SHARITA MEDINA

By: _____ Date: _____

JOHN WILLIAMS

By: _____ Date: _____

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SIGNATURES

LAURA BOGDAN

By: _____ Date: _____

MARISSA FORESTA

By: _____ Date: _____

LAKEENA THOMPSON

By: _____ Date: _____

SONIA J. PEREZ

By: _____ Date: _____

KELLY MONASTIRIAKOS

By: _____ Date: _____

LLOYD GARCIA

By: Lloyd Garcia (Apr 7, 2026 10:46:41 CDT) Date: 04/07/2026

KARLA GARCIA

By: Karla Garcia (Apr 7, 2026 11:37:09 CDT) Date: 04/07/2026

SHARITA MEDINA

By: _____ Date: _____

JOHN WILLIAMS

By: _____ Date: _____

The notice recipients and addresses designated above may be changed by written notice.

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SIGNATURES

LAURA BOGDAN

By: _____ Date: _____

MARISSA FORESTA

By: _____ Date: _____

LAKEENA THOMPSON

By: _____ Date: _____

SONIA J. PEREZ

By: _____ Date: _____

KELLY MONASTIRIAKOS

By: _____ Date: _____

LLOYD GARCIA

By: _____ Date: _____

KARLA GARCIA

By: _____ Date: _____

SHARITA MEDINA

By: Sharita Medina Date: 04 / 07 / 2026

JOHN WILLIAMS

By: John R. Williams Date: 04 / 07 / 2026

Doc ID: b878ea5bbd988807f3ba636e3c8facbc6decd71e

BARNOW AND ASSOCIATES, P.C.
Counsel for Plaintiffs and the Class (as to form only)

By: Ben Barnow
Ben Barnow

Date: April 20, 2026

MIGLIACCIO & RATHOD LLP
Counsel for Plaintiffs and the Class (as to form only)

By: Jason Rathod
Jason S. Rathod

Date: 04/21/2026

MILBERG PLLC
Counsel for Plaintiffs and the Class (as to form only)

By: _____
Gary M. Klinger

Date: _____

ABBOTT LABORATORIES EMPLOYEES CREDIT UNION

By: _____

Date: 4-7-26

Name: Joseph Troscinski

Title: CEO

POLSINELLI PC
Counsel for Defendant (as to form only)

By: Mark Olthoff
Mark Olthoff

Date: 4-7-26

BARNOW AND ASSOCIATES, P.C.
Counsel for Plaintiffs and the Class (as to form only)

By: _____ Date: _____
Ben Barnow

MIGLIACCIO & RATHOD LLP
Counsel for Plaintiffs and the Class (as to form only)

By: _____ Date: _____
Jason S. Rathod

MILBERG PLLC
Counsel for Plaintiffs and the Class (as to form only)

By: Gary M. Klinger Date: April 20, 2026
Gary M. Klinger

ABBOTT LABORATORIES EMPLOYEES CREDIT UNION

By: _____ Date: _____

Name: _____

Title: _____

POLSINELLI PC
Counsel for Defendant (as to form only)

By: _____ Date: _____
Mark Olthoff

Exhibit 1

ALEC Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

Bogdan v. Abbott Laboratories Employees Credit Union
Case No. 2026CH000033 (McHenry Cty., IL)

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 ABBOTT LABORATORIES EMPLOYEES CREDIT UNION ("ALEC") DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.

«Barcode»
Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.[SETTLEMENTWEBSITE].COM OR SCAN THIS QR CODE FOR COMPLETE INFORMATION.

QR code

Why am I receiving this notice?

A Settlement has been reached with ALEC in a class action lawsuit ("Settlement"). The case is about the August 2024 cyberattack on ALEC's computer systems (the "Data Incident") in which Plaintiffs allege files containing Personal Information were accessed. ALEC denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ALEC on or about August 2, 2024, including all those individuals who received notice of the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits?

You can claim two years of **Financial Monitoring Services**.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Save this code. You will receive activation instructions after the Settlement has received final approval

Additionally, if you have documented losses you can get back up to **$2,500** for out-of-pocket losses.

You can also get a one-time pro rata cash payment.

Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

File your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt out by **[Opt-Out Deadline]** or you will not be able to sue ALEC for the claims made in *this* lawsuit. If you opt out, you cannot make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Long Form Notice and Settlement Agreement, available online, explain how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $250,000, and $2,000 as a service award for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Bogdan v. Abbott Laboratories Employees Credit Union
Case No. 2026CH000033
Circuit Court of McHenry County, Illinois

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 ABBOTT LABORATORIES EMPLOYEES CREDIT UNION DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Abbott Laboratories Employees Credit Union ("ALEC" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on ALEC's computer systems that occurred in August 2024 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names; financial account information; and Social Security numbers.
- The lawsuit is called *Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams v. Abbott Laboratories Employees Credit Union*, Case No. 2026CH000033. It is pending in the Circuit Court of McHenry County, Illinois (the "Litigation").
- ALEC denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- ALEC's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from ALEC.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive Cash Payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 5
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7
THE COURT'S FINAL APPROVAL HEARING 8
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The Circuit Court of McHenry County, Illinois, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams v. Abbott Laboratories Employees Credit Union*, Case No. 2026CH000033. It is pending in the Circuit Court of McHenry County, Illinois. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Abbott Laboratories Employees Credit Union, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that there was an August 2024 targeted cyberattack on ALEC's computer systems and certain files that contained private information were accessed. These files may have contained personal information such as names; financial account information; and Social Security numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Laura Bogdan; Marissa Foresta; Lakeena Thompson; Sonia J. Perez; Kelly Monastiriakos; Lloyd Garcia; Karla Garcia; Sharita Medina; and John Williams. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether Plaintiffs or Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ALEC on or about August 2, 2024, including all those individuals who received notice of the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ALEC Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

ALEC has agreed to pay for a number of different benefits. Class Members have been sent an enrollment code for **Financial Monitoring Services** and may claim one or more **cash payment** options. The benefits are explained in more detail below.

FINANCIAL MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Pro if the Settlement is finally approved. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Reimbursement for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,500.00**. The losses must have occurred between August 2, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Pro Rata Cash Payment. You may also claim a one-time cash payment. A fund of **$150,000** has been set aside for these payments. This amount will be divided equally between everyone who submits a valid claim. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ALEC Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against ALEC about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

ALEC Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]

Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Ben Barnow of Barnow and Associates P.C.; Jason S. Rathod of Migliaccio & Rathod LLP; and Gary M. Klinger of Milberg PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $250,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by ALEC.

Class Counsel will also ask for Service Award payments of $2,000.00 for each of the Class Representatives. Service Award payments will also be paid by ALEC.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue ALEC on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams v. Abbott Laboratories Employees Credit Union*, Case No. 2026CH000033, pending in the Circuit Court of McHenry County, Illinois;

(2) your full name and mailing address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

ALEC Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**).

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams v. Abbott Laboratories Employees Credit Union*, Case No. 2026CH000033, pending in the Circuit Court of McHenry County, Illinois;

(2) your full name, mailing address, and telephone number;

(3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(4) whether the objection applies only to you, or to other Class Members, as well;

(5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(7) if you or your lawyer have objected in any other cases, list the names, courts, and civil action numbers for each of those cases; and

(9) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	ALEC Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Central Time**, in Room [Court Room] of the Circuit Court of McHenry County, Illinois, at 2200 N. Seminary Ave., Woodstock, IL 60098.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 7**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ALEC Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, 2200 N. Seminary Ave., Woodstock, IL 60098.

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

Exhibit 3

Your claim must be submitted online or postmarked by: [Claims Deadline]

Bogdan v. Abbott Laboratories Employees Credit Union
Case No. 2026CH000033
Circuit Court of McHenry County, Illinois

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Settlement Class this way: "All individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ALEC on or about August 2, 2024, including all those individuals who received notice of the Data Incident."

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

ALEC has agreed to pay for a number of different benefits. Class Members have been sent an enrollment code for **Financial Monitoring Services** and may claim one or more **Cash Payment** options. The benefits are explained in more detail below.

FINANCIAL MONITORING SERVICES. All Class Members are eligible to enroll in two years of CyEx Financial Shield Pro if the Settlement is finally approved. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Reimbursement for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,500.00**. The losses must have occurred between August 2, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Pro Rata Cash Payment. You may also claim a one-time cash payment. A fund of **$150,000** has been set aside for these payments. This amount will be divided equally between everyone who submits a valid claim. You do not have to provide any proof or explanation to claim this payment

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ALEC Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

Your claim must be submitted online or postmarked by: [Claims Deadline]

Bogdan v. Abbott Laboratories Employees Credit Union
Case No. 2026CH000033
Circuit Court of McHenry County, Illinois

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Notice ID (if known)

II. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $2,500.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. PRO RATA CASH PAYMENT

☐ Check this box to claim a one-time Pro Rata Cash Payment.

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1:_____

☐ **Venmo**
Mobile number, if different than you provided in Section 1:_____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1:_____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

V. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature	Printed Name	Date

Exhibit 4

IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

LAURA BOGDAN, MARISSA FORESTA, LAKEENA THOMPSON, SONIA J. PEREZ, KELLY MONASTIRIAKOS, LLOYD GARCIA, KARLA GARCIA, SHARITA MEDINA, and JOHN WILLIAMS, individually and on behalf of all others similarly situated, Plaintiffs, v. ABBOTT LABORATORIES EMPLOYEES CREDIT UNION Defendant.	Case No: 2026CH000033

THIS MATTER coming before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Abbott Laboratories Employees Credit Union ("ALEC" or "Defendant")[1]. The Settlement Agreement is subject to review and approval by the Court under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against ALEC should the Court grant Final Approval of the Settlement.

In or around August 2, 2024, Defendant discovered it had experienced a Data Breach in which criminals gained access to its network and computer systems. Plaintiffs subsequently filed a class action complaint against Defendant in the Circuit Court of McHenry County. The Complaint asserts several causes of action, including, negligence, breach of implied contract,

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement.

unjust enrichment, invasion of privacy, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, all of which allegedly arise from the Data Breach. According to the Complaint, Defendant failed to properly secure personal identifiable information, which resulted in the exposure of Plaintiffs' and other individuals' personal information.

Plaintiffs and Defendant, through their counsel, have entered into a Settlement following good faith, arm's-length negotiations and mediation with well-respected data breach mediator, John DeGroote of DeGroote Partners. The Parties have agreed to settle this Action, pursuant to the terms of the Settlement, 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 the dismissal of the Action with prejudice.

Having reviewed the 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.

1. **Class Certification for Settlement Purposes Only**: Pursuant to 735 ILCS 5/2-801, *et seq.*, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

> **All individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ALEC on or about August 2, 2024, including all those individuals who received notice of the Data Incident.**

The Settlement Class specifically excludes: (i) ALEC or any related entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusions from the Settlement Class; (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs; 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.

The Court provisionally finds, for settlement purposes only, that, pursuant to 735 ILCS 5/2-801: (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 and those question predominate over any questions affecting only individual members; (c) Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs 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; and (d) a class action and class settlement is an appropriate method for a fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel:** The Court approves Plaintiffs Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams, as Class Representatives having found them as adequate class representatives.

The Court also finds the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Ben Barnow of Barnow and Associates P.C., Jason S. Rathod of Migliaccio & Rathod LLP, and Gary M. Klinger of Milberg PLLC.

3. **Preliminary Approval of Settlement**: 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:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

5. **Administration:** The Parties are authorized to use Simpluris as the Settlement Administrator, with responsibility for class Notice and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement. All costs and expenses associated with providing notice to the Settlement Class including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement, shall be paid by Defendant.

6. **Approval of Notice Program and Notices:** The proposed Notice Program set forth in the Agreement, and the Postcard Notice, Long Form Notice, and the Claim Form attached to the Agreement as Exhibits 1, 2, and 3 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 from the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Agreement. By 30 days following entry of this Order, the Settlement Administrator shall complete the Notice Program in the manner set forth in the Agreement.

7. **Findings and Conclusion Concerning Notice:** The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (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 opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members and other persons entitled to receive notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Illinois and 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 Settlement Class Members.

8. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement, and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the Settlement Class Member Benefits. Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms, even if they do not submit Claims. As set forth in the Settlement Agreement, ALEC shall bear all costs and expenses associated with providing notice to the Class and administering the proposed Settlement.

9. **Dissemination of Notice and Claim Forms:** Settlement Class Counsel and Defendant 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 the Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement, 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 the Final Approval Order and Final Judgment are 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, the Release included in that Settlement, and the Final Approval Order and Final Judgment.

10. **Objections and Appearances:** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement or the Application for Attorneys' Fees, Costs, Expenses, and Service Awards.

Any Settlement Class Member who intends to object to the request for final approval of the Settlement Agreement or on the application for attorneys' fees, costs, expenses, and Service Awards must submit their objection to the Settlement Administrator. To state a valid objection to the Settlement, a Class Member must provide the following information: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments in the Litigation.

Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing to show cause why the proposed Settlement should not be approved as fair, adequate and reasonable, or to object to any application of attorneys' fees, Service Awards, and reimbursement of litigation expenses, but only if the Class Member has first filed a timely objection to the proposed Settlement by the deadline set forth in this Order.

If a Final Approval Order and Final 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 or Application for Attorneys' Fees, Costs, Expenses, and Service Awards.

11. **Opt-Outs from the Settlement Class:** Each Settlement Class member 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 Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Agreement. To be effective, written notice must be postmarked no later than 60 days after the Notice Deadline.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly opted out of the Settlement

Class, which Settlement Class Counsel will file with the Court no later than 14 days before the Final Approval Hearing.

Any Settlement Class member who does not timely and validly opt out of Settlement shall be bound by the terms of the Settlement. If a Final Approval Order and Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt out of 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 Approval Order and Final 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. All Settlement Class members who submit valid and timely notices to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

12. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and ALEC, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

13. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

Upon the entry of this order, with the exception of Class Counsel, ALEC's Counsel, ALEC, the Class Representatives, implementation of the Settlement and the approval process in this Action, all Members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against ALEC and the Released Parties arising

out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

14. **Final Approval Hearing:** A hearing on final approval of the Settlement Agreement, an award of fees and expenses to Class Counsel, and Service Awards to the Class Representatives (the "Final Fairness Hearing") shall be held on _____ [date approximately 135 days after entry of this Order], at _____ [time] before the undersigned in in Room [Court Room] of the Circuit Court of McHenry County, Illinois, at 2200 N. Seminary Ave., Woodstock, IL 60098. At the Final Approval Hearing, the Court will consider (a) whether the Settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether Class Counsel's application for attorneys' fees, costs, expenses and Service Awards should be granted.

15. **Fee Application:** Class Counsel shall file an application for attorneys' fees, costs, expenses, and Service Awards to the Class Representatives ("Fee Application") no less than fourteen (14) days before the Opt-Out and Objection Deadlines.

16. **Final Approval:** Counsel for the respective parties shall file memoranda, declarations, and other statements and materials in support of the request for final approval of the parties' Settlement Agreement no less than fourteen (14) days before the Final Approval Hearing.

The Court reserves the right to adjust the date of the Final Approval Hearing and related deadlines. If dates are altered, the revised hearing date and deadlines shall be posted on the Settlement Website referenced in the Class Notice. The parties will not be required to re-send or re-publish class notice.

17. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
Notice Deadline	30 days after entry of Preliminary Approval Order
Deadline to File Motion for Attorneys' Fees, Costs, Expenses, and Service Awards	14 days before Opt-Out and Objection Deadlines
Opt-Out Deadline	60 days after Notice Deadline
Objection Deadline	60 days after Notice Deadline
Deadline to File Motion for Final Approval of Class Action Settlement	14 days before the Final Approval Hearing
Deadline to Submit Claim Forms	90 days after Notice Deadline
Final Approval Hearing	Approximately 135 days after entry of Preliminary Approval Order

IT IS SO ORDERED this ___ day of _____, 2026.

*/s/*_____
Honorable_____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Abbott Laboratories Employees Credit Union Settlement Ends Class Action Lawsuit Over 2024 Data Breach