

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

PENNY BEASLEY, BRITTANY WARD,)	
DEVIN CARRASQUILLO, REX LAWSON,)	
MICHAEL TUCKER, HUNTER CARTER,)	
TYRONE KENNETH JOHNSON,)	
HERMAN ISLAND, DENNIS WHITING,)	
MADELINE WHELAN, STACEY)	
NOLLEY, DANNY NGUYEN, ALICIA)	Case No.: 2516-CV36137
BRAVO, and ZACH PETTIS,)	
Individually, and on behalf of all others)	Division: 16
similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
SOUTHEAST SERIES OF LOCKTON)	
COMPANIES, LLC and LOCKTON)	
COMPANIES, LLC,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs for the above-styled action, on behalf of themselves and the Settlement Class, on the one hand, and Defendants, on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendants are in the business of providing insurance, risk management, and employee benefits to their own employees, as well as to their clients' employees.
2. In the course of operating its business, Defendants collect and maintain the Private

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

Information belonging to the individuals for whom they provide benefits.

3. On November 20, 2024, Defendants discovered suspicious activity on one of their computers. After an investigation, Defendants determined that an unauthorized individual accessed certain computer files containing the Private Information of approximately one million individuals. Those impacted were a limited number of Defendants' current and former employees and certain employees (current and former) of Defendants' clients, including their dependents and beneficiaries.

4. In March 2025, Defendants sent letters to the individuals whose Private Information was impacted in the Data Incident.

5. As a result, Defendants were named in ten class actions in the Western District of Missouri, all seeking to hold Defendants and some of their clients liable for the alleged injuries resulting to those impacted by the Data Incident.

6. The Plaintiffs in those cases conferred and agreed to work cooperatively with one another. To that end, they decided to consolidate their cases and have Milberg PLLC and Kopelowitz Ostrow P.A. serve as lead counsel; McShane & Brady, LLC as liaison counsel; and Shamis & Gentile P.A.; Murphy Law Firm; Stranch, Jennings & Garvey, PLLC; Morgan & Morgan; Federman & Sherwood; and EKSM LLP on an executive committee for the consolidated litigation.

7. Shortly thereafter, the Parties decided to conserve the financial resources of all concerned and explore early resolution. They scheduled a mediation with experienced data breach mediator, Bruce Friedman, Esq. of JAMS.

8. In advance of the mediation, Plaintiffs' Counsel consulted with damage and liability experts, propounded informal discovery requests on Defendants to which Defendants responded

by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information breached. Defendants also propounded informal discovery requests on Plaintiffs, and they provided documentation supporting their allegations of actual fraud and mitigation of the risk of fraud following the Data Incident. Both Parties discussed the strengths and weaknesses of their respective claims, along with any risks.

9. On September 3, 2025, the Parties, along with Defendants' clients that had also been named in the federal court lawsuits, participated in a mediation in Los Angeles, California. The Parties were unable to agree to the terms of a settlement at mediation; however, they continued to negotiate over the next few weeks, ultimately reaching an agreement on all material terms in October 2025.

10. During the settlement discussions, the Parties determined that jurisdiction was proper in state court. Consequently, the Parties agreed to dismiss the federal action, which they did on November 3, 2025, and refiled this Action on November 3, 2025.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall

not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. **“Action”** means the above-styled consolidated action, *Penny Beasley, et al. v. Southeast Series of Lockton Companies, LLC, et al.*, Case No. 2516-CV36137, currently pending in the Circuit Court of Jackson County, Missouri.

13. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this agreement between the Plaintiffs and Defendants, and all exhibits hereto.

14. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means Class Counsel’s application for attorneys’ fees, Case Costs, and Service Awards, which shall be included as part of the Motion for Final Approval.

15. **“Case Costs”** means the reasonable costs and expenses incurred Class Counsel in litigating the Action, for which Class Counsel will seek Court approval for payment from the Settlement Fund.

16. **“Cash Payment”** means the cash compensation consisting of Cash Payment A –

Documented Losses or Cash Payment B – *Pro Rata* Cash, that Settlement Class Members may elect to claim in the Settlement.

17. “**Cash Payment A – Documented Losses**” or “**Cash Payment A**” means the cash compensation consisting of a maximum of \$5,000.00 per Settlement Class Member that Settlement Class Members who incurred documented losses fairly traceable to the Data Incident may claim under Section V herein.

18. “**Cash Payment B – *Pro Rata* Cash**” or “**Cash Payment B**” means the cash compensation consisting of a *pro rata* share of cash from the Net Settlement Fund that all Settlement Class Members may elect to claim under Section V herein.

19. “**Claim**” means the submission of a Claim Form by a Claimant.

20. “**Claimant**” means an individual who submits a Claim Form.

21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as **Exhibit 5**, which Claimants must use to submit a Claim for Cash Payments and Financial Data Monitoring.

22. “**Claim Form Deadline**” means 30 days prior to the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible to claim a Cash Payment and/or Financial Data Monitoring.

23. “**Claim Process**” means the process by which Claimants may submit Claims to the Settlement Administrator for the election of Cash Payments and Financial Data Monitoring.

24. “**Class Counsel**” means Gary Klinger of Milberg PLLC; Jeff Ostrow of Kopelowitz Ostrow P.A.; and Maureen Brady of McShane & Brady, LLC.

25. “**Class List**” means the list of all individuals in the Settlement Class. Defendants

shall prepare and provide the Class List to the Settlement Administrator to be used for the provision of Notice using information in its records. The Class List shall include, if available, Settlement Class Members' names, email addresses, postal addresses, and telephone numbers.

26. **"Class Representatives"** means the Plaintiffs the Court approves to serve as representatives of the Settlement Class.

27. **"Common Settlement Fund"** means the non-reversionary \$5,900,000.00 cash fund that Defendants have agreed to pay under the terms of the Settlement.

28. **"Complaint"** means the Complaint filed in this Action on November 3, 2025.

29. **"Court"** means the Circuit Court of Jackson County, Missouri at Independence and the Judge(s) assigned to the Action.

30. **"Data Incident"** means the November 20, 2024, cybersecurity incident that is the subject of the Complaint.

31. **"Defendants"** means Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC.

32. **"Defendants' Counsel"** means Shook, Hardy & Bacon L.L.P.

33. **"Email Notices"** means the email notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to the Settlement Class.

34. **"Effective Date"** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final

Approval Order or 30 days after the entry of a dismissal of the appeal.

35. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator that will hold the Common Settlement Fund consistent with the terms and conditions described herein.

36. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

37. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

38. “**Final Approval Order**” means the final order that the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 7***.

39. “**Financial Data Monitoring**” means the one year of CyEx’s Financial Shield Complete monitoring service that Settlement Class Members may submit a claim to receive under the Settlement.

40. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 4***, that shall be posted on the Settlement Website and be available to Settlement Class Members by mail upon request made to the Settlement Administrator.

41. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

42. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

43. “**Net Settlement Fund**” means the funds remaining in the Common Settlement

Fund after the payment of Settlement Administration Costs, Financial Data Monitoring costs, any Court-awarded Service Awards, and Class Counsel's attorneys' fees and Case Costs.

44. **"Notice"** means the Email Notices, Postcard Notices, and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

45. **"Notice Program"** means the methods provided for in this Agreement that may be used for the provision of Notice of the Settlement (Email Notices, Postcard Notices, and Long Form Notice), along with the Settlement Website and Settlement telephone line.

46. **"Notice of Deficiency"** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted a timely but invalid Claim.

47. **"Objection Deadline"** means 30 days before the initial scheduled Final Approval Hearing.

48. **"Opt-Out Deadline"** means 30 days before the initial scheduled Final Approval Hearing.

49. **"Party"** means Plaintiffs and Defendants, individually, and **"Parties"** means Plaintiffs and Defendants, collectively.

50. **"Plaintiffs"** means Penny Beasley, Brittany Ward, Devin Carrasquillo, Rex Lawson, Michael Tucker, Hunter Carter, Tyrone Kenneth Johnson, Herman Island, Dennis Whiting, Madeline Whelan, Stacey Nolley, Danny Nguyen, Alicia Bravo, and Zach Pettis.

51. **"Postcard Notices"** means the postcard notices of the Settlement, substantially in the form attached hereto as *Exhibits 2 and 3*, that the Settlement Administrator may disseminate to those members of the Settlement Class.

52. **"Preliminary Approval"** means the preliminary approval of the Settlement, which

occurs when the Court enters the Preliminary Approval Order.

53. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 6***.

54. **“Private Information”** means Settlement Class Members’ information that may have been impacted in the Data Incident, which includes names, Social Security numbers, dates of birth, health information, and medical information.

55. **“Released Claims”** means the claims described in Section XIII of this Agreement.

56. **“Released Parties”** means Southeast Series of Lockton Companies, LLC, Lockton Companies, LLC, Dollar Tree Inc., Family Dollar Stores LLC, Sterling Pharma Solutions, House of Raeford Farms, Inc., and all of Defendants’ impacted clients and/or entities, and their respective past, present and future direct and indirect parents, subsidiaries, affiliates, divisions, departments, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, associates, insurers, reinsurers, members, attorneys, accountants, actuaries, employees, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, benefit plan enrollees, associated third Parties, predecessors, successors and assigns, and any other person acting on Defendants’ behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

57. **“Releasing Parties”** means Plaintiffs and all Settlement Class Members and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, and accounting advisors.

58. **“Service Awards”** shall mean the payment the Court may award the Class Representatives for serving as representatives of the Settlement Class.

59. **“Settlement Administrator”** means Kroll Settlement Administration, LLC or Kroll.

60. **“Settlement Administration Costs”** means all reasonable costs and fees of or incurred by the Settlement Administrator regarding Notice and Settlement administration.

61. **“Settlement Class”** means all living persons in the United States who were notified of the Data Incident. Excluded from the Settlement Class are (1) Defendants and their officers and directors; (2) all people who submit a timely and valid opt-out request from the Settlement Class; (3) the Court, the Judge’s immediate family, and Court staff.

62. **“Settlement Class Member”** means any member of the Settlement Class.

63. **“Settlement Class Member Benefits”** means Cash Payments, Financial Data Monitoring, Settlement Administration Costs, Service Awards, and Class Counsel’s attorneys’ fees and Case Costs.

64. **“Settlement Value”** means the \$9,900,000.00 in total cash compensation that Defendants have agreed, subject to the terms of the Settlement, to make available to resolve all claims in the Action.

65. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website

shall remain online and operable for six months after Final Approval.

66. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central Time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Common Settlement Fund and Claims-Made Benefits

67. Subject to the terms of this Settlement Agreement, Defendants shall fund a non-reversionary Common Settlement Fund in the amount of \$5,900,000. Within 30 days of Preliminary Approval, Defendants will deposit \$550,000.00 in cash into the Escrow Account to establish the Common Settlement Fund. Defendants will deposit the remaining amount (\$5,350,000.00) of the Common Settlement Fund within 40 days of the Effective Date.

68. In addition, Defendants will fund the Escrow Account with the cash necessary to pay any Valid Claims for Cash Payment B – *Pro Rata* Cash, and court-approved attorneys’ fees and Case Costs for that relief within 40 days of the Effective Date and following the Settlement Administrator’s provision of a statement indicating the amount required for funding.

69. The Common Settlement Fund shall be used to pay: (1) Financial Data Monitoring;

(2) all Settlement Administration Costs; (3) any Court-approved Service Awards to Class Representatives; (4) attorneys' fees up to one-third of the Common Settlement Fund (\$1,966,666.66) to Class Counsel, and (5) Court-approved Case Costs. Following payment of (1)–(4) above, the remainder of the Common Settlement Fund shall be divided equally amongst all Settlement Class Members who submitted Valid Claims for Cash B – *Pro Rata* Cash.

70. All interest earned on the Common Settlement Fund cash shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

71. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that the Action shall proceed as a class action settlement; provided however, that if a Final Approval Order is not issued or is reversed on appeal, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs

and Class Counsel shall not reference this Agreement or any negotiations leading to this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

72. Each Settlement Class Member may submit a Claim for Financial Data Monitoring and may elect to receive either Cash Payment A – Documented Losses or Cash Payment B – *Pro Rata* Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against Defendants without receiving a Cash Payment.

73. **Cash Payments** – Claims for Cash Payment A – Documented Losses will be paid on a claims-made basis to Settlement Class Members who submit a Valid Claim by the Defendants. Claims for Cash Payment B – *Pro Rata* Cash will be paid equally to claiming Settlement Class Members out of the Common Settlement Fund. Settlement Class Members may submit a claim for Cash Payment A – Documented Losses or Cash Payment B – *Pro Rata* Cash, but not both.

a. Cash Payment A – Documented Losses

All Settlement Class Members may submit a Claim for Cash Payment A of up to \$5,000.00 per Settlement Class Member upon presentment of documented losses fairly traceable to the Data Incident. Defendants will pay up to \$3,000,000.00 in total for all Valid Claims for Cash Payment A submitted by Settlement Class Members. In the event the total amount for all Valid Claims for Cash Payment A exceeds \$3,000,000.00, the Cash Payment A payments to Settlement Class Members will be reduced *pro rata*. To receive a Cash Payment A payment for documented losses, a Settlement Class Member must elect Cash Payment A – Documented Losses on the Claim Form attesting under penalty of perjury to incurring documented losses related to fraud or identity theft. In addition to the Claim Form, Settlement Class Members must submit reasonable documentation supporting the losses and demonstrating that the losses are fairly traceable to the Data Incident.

These losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the applicable Data Incident through the date of the preliminary approval order; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges associated with those losses. Settlement Class Members with losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the Claimant 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 or support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

b. Cash Payment B – *Pro Rata* Cash

As an alternative to Cash Payment A, Settlement Class Members may submit a Valid Claim for Cash Payment B, which will entitle them to receive a *pro rata* share of the cash in the Net Settlement Fund. This means that each Settlement Class Member who submits a claim for Cash Payment B will receive the same amount. The actual amount will be known following the submission of all claims and will be based on the total value of all Valid Claims for Cash Payment B Claims, the amount of the Settlement Administration Costs, and the total awarded by the Court for attorneys' fees, Case Costs, and Service Awards. Settlement Class Members may not submit a Claim for both Cash Payment A and Cash Payment B.

74. ***Financial Data Monitoring*** - In addition to electing a Cash Payment, all Settlement

Class Members will automatically be entitled to receive one year of CyEx Financial Shield Complete. Enrollment codes for the monitoring will be sent to all Settlement Class Members as part of the Class Notice, and will become active within ten days of the Effective Date. Financial Shield Complete includes credit monitoring with one credit bureau, financial transaction monitoring, monthly credit score and tracker, fictitious identity monitoring, bank and financial account monitoring, address change monitoring, home title monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, \$1,000,000 of insurance coverage for identity theft with no deductible, security freeze assist, victim assistance, and customer support. The one-year period will commence when Settlement Class Members use their activation codes. All costs of Financial Data Monitoring will be paid by the Defendants out of the Common Settlement Fund.

VI. Settlement Approval

75. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendants.

76. The Motion for Preliminary Approval shall, among other things, request the Court enter the Preliminary Approval Order, which will, at a minimum: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) appoint Class Counsel to represent the Settlement Class, Plaintiffs as Class Representatives, and the Settlement Administrator to administer the Settlement; (4) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (5) approve the Claim Form and Claims Process; (6) approve the procedures for individuals in the Settlement Class to opt out of or object to the Settlement; (7) stay the Action pending Final Approval of the Settlement; and (8)

schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel.

VII. Settlement Administrator

77. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and herein and comply with all applicable laws.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, maintaining the Settlement Fund, and distributing Cash Payments, attorneys' fees and Case Costs, and Service Awards.

79. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notices and/or Postcard Notices, sending Long Form Notices and paper Claim Forms upon request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and distributing or ensuring the distribution of Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining the Escrow Account;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important

information about the Settlement and electronic submission of Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Sending Long Form Notices to Settlement Class Members upon their request;

h. Processing all opt-out requests from the Settlement Class;

i. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and providing details of the Settlement Class Members benefits claimed, providing the names of each individual in the Settlement Class who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Sending an invoice to Defendants requesting payment of funds necessary to fund any Valid Claims for Cash Payment B – *Pro Rata* Cash and collecting those funds to pay Cash Payments to Settlement Class Members who submitted Valid Claims for Cash Payment A –

Documented Losses and attorneys' fees to Class Counsel;

l. Distributing Cash Payments to Settlement Class Members by electronic means or by paper check;

m. Confirming that CyEx sends activation codes to Settlement Class Members for Financial Data Monitoring;

n. Paying Court-approved attorneys' fees, Case Costs, and Service Awards out of the Common Settlement Fund;

o. Paying Settlement Administration Costs, including any required taxes, out of the Settlement Fund following approval by Class Counsel; and

p. Any other Settlement Administration function at the instruction of Class Counsel and Defendants' Counsel.

VIII. Notice to the Settlement Class

80. Defendants will provide the Settlement Administrator with the Class List no later than 14 days after entry of the Preliminary Approval Order.

81. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator. The Notices may be revised if agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

82. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program by sending Email Notices and/or Postcard Notices, as provided in the Class List.

83. The Notices shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline for Claimants to

submit Claims; the Opt-Out Deadline for individuals in the Settlement Class to opt out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Case Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

85. The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt out of the Settlement; and the Email Notices and/or Postcard Notices shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim, and even if her or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendants relating to the Released Claims.

86. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notices and/or Postcard Notices shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed

case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

88. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding discovery.

89. The Settlement Administrator shall perform reasonable physical address traces for those Email Notices that experience a hard bounce-back or are otherwise identified as undeliverable (if Email Notice is sent) as well as updated and current addresses for those Settlement Class Members whose Postcard Notices are returned undeliverable. The Settlement

Administrator will attempt to send Postcard Notices to those Settlement Class Members for which physical addresses were identified.

90. The Notice Program shall be completed no later than 45 days before the initial scheduled date set for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments

91. The Notice will explain to Settlement Class Members that they may be entitled to Settlement Class benefits and how to submit a Claim for a Cash Payment and Financial Data Monitoring.

92. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

93. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

94. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

95. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claims Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

96. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the

Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

97. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

98. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall

not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.

d. The Parties shall have 10 days following the Settlement Administrator's determination of claim validity to challenge the Settlement Administrator's decision. The Parties shall meet and confer with each other and the Settlement Administrator to resolve any challenges. If the Parties cannot resolve the challenges, the Settlement Administrator's decision shall become final.

e. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

99. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

100. Consistent with paragraph 68, the Settlement Administrator must submit an invoice to Defendants for the collection of payment for Cash Payment B claims within 10 days of the Effective Date.

101. The Settlement Administrator shall distribute the Cash Payments and ensure Financial Data Monitoring Codes are delivered to Settlement Class Members no later 60 after the Effective Date.

102. Cash Payments will be made electronically or by paper check. Settlement Class Members who do not select electronic payment or those who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have ninety days to negotiate the check.

103. No person or entity shall have any claim against Defendants or its Released Parties, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

X. Final Approval Order and Final Judgment

104. Plaintiffs shall file their Motion for Final Approval of the Settlement inclusive of Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement.

105. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;

- b. Finally certify the Settlement Class for settlement purposes only;
- c. Affirm the interim and/or conditional appointments of Class Representatives, Class Counsel, and the Settlement Administrator;
- d. Determine that the Notice Program satisfies Due Process requirements;
- e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- f. Release Defendants and the Released Parties from the Released Claims; and
- g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees, and Case Costs

106. ***Service Awards*** – In recognition of the time and effort the Class Representatives expended in pursuing the Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to exceed \$2,500.00 each. If approved, the Service Awards shall be paid within 50 days following the Effective Date by the Settlement Administrator out of the Common Settlement Fund. Class Counsel will instruct the Settlement Administrator where to send the payments. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Cash

Payments and Financial Data Monitoring.

107. ***Attorneys' Fees and Case Costs*** – Class Counsel may apply to the Court for an award of attorneys' fees totaling of up to \$2,966,666.66. Of this amount, \$1,966,666.66 shall be paid from the Common Settlement Fund, and the remaining \$1,000,000.00 shall be paid by Defendants in recognition of and in addition to any payments for Cash Payment A – Documented Losses. In addition, Class Counsel apply to the Court for reimbursement of the Case Costs to be paid from the Common Settlement Fund. Any Court-approved attorneys' fees and Case Costs shall be distributed out of the Escrow Account by the Settlement Administrator to Class Counsel to Class Counsel within 50 days following the Effective Date by wire transfer to an account or accounts designated by Class Counsel.

108. No person or entity shall have any claim against Defendants or the Released Parties, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

109. This Settlement is not contingent on the Court's approval of the request for attorneys' fees and Case Costs or Service Awards, and if the Court denies the request or grants amounts less than the amounts requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and Case Costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

110. The Settlement is designed to exhaust the Common Settlement Fund. In the event there are funds remaining in the Common Settlement Fund, including from uncashed checks, within 45 days following a 120-day check negotiation period, the Parties will ask the Court to

approve the distribution of all remaining funds to The International Association of Privacy Professionals Scholarship Fund, a *cy pres* recipient.

XIII. Releases

111. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged Defendants and the Released Parties from any and all past, present, and future claims and causes of action that result from or arise out of the Data Incident, 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. The Releasing Parties shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident. Each Party expressly waives all rights under and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

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

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

112. The Releasing Parties agree that, once this Agreement is executed and they fully and finally release Defendants and the Released Parties, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

113. Settlement Class Members who submit a timely and valid Opt-Out from the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including Cash Payments and Financial Data Monitoring, under the Settlement.

114. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

115. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

116. This Agreement shall be subject to and is conditioned on the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court having entered the Preliminary Approval Order;

c. The Court having entered the Final Approval Order, and all objections, if any, being overruled, and all appeals taken from the Final Approval Order having been resolved in favor of Final Approval;

d. The Effective Date having occurred;

117. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

118. In the event that more than two percent of the Settlement Class submits timely and valid opt-out requests, Defendants may, by notifying Class Counsel in writing, void this Settlement Agreement within five business days of receipt of the final opt-out list from the Settlement Administrator.

119. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund, including all accrued interest, shall be returned to Defendants within 30 days of termination. However, Defendants shall have no right to seek from Plaintiffs or Class Counsel, the Settlement Administration Costs paid by or on behalf of the Settlement Administrator.

XV. Effect of Termination

120. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement 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.

121. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* Action as if the Parties had not entered into this

Agreement. 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 sued 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*.

122. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

123. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants maintain that Plaintiffs' claims do not have merit and have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

124. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel

fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

125. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of 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.

126. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) 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 the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

127. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

128. ***Gender and Plurals.*** As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the other whenever the context

so indicates.

129. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

131. ***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 met and conferred in an attempt to resolve the dispute.

132. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any party or any party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any party, except as provided for herein. Each party expressly disclaims reliance on any such agreement, representation, or statement not expressly set forth herein.

133. ***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.

134. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Missouri without regard to the principles thereof regarding choice of law.

135. ***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 Parties do not sign the same counterparts. Original signatures are not required.

136. ***Jurisdiction.*** The Court shall retain jurisdiction over the 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 also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

137. ***Notices.*** All notices provided for herein shall be sent by email with a hard copy sent by overnight mail as follows:

If to Plaintiffs or Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
 1 West Las Olas Blvd., Ste. 500
 Fort Lauderdale, Florida 33301
 954.332.4200

Gary Klinger
MILBERG PLLC
 227 West Monroe Street, Ste. 100
 Chicago, Illinois 60606
 gklinger@milberg.com

If to Defendants or Defendants' Counsel:

Alfred J. Saikali
SHOOK, HARDY & BACON L.L.P.
 201 S. Biscayne Blvd., Ste. 3200
 Miami, Florida 33131
 asaikali@shb.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

138. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

139. ***No Waiver.*** The waiver by any party of any breach of this Agreement by another party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

140. ***Authority.*** Class Counsel (for Plaintiffs and the Settlement Class), and Defendants, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants to all terms of this Agreement. 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.

141. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be

construed against the drafter of this Agreement.

142. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

143. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signatures on the following page

CLASS COUNSEL (For Plaintiffs and the Settlement Class)




JEFF OSTROW
KOPELOWITZ OSTROW P.A.



GARY KLINGER
MILBERG PLLC

**SOUTHEAST SERIES OF LOCKTON
COMPANIES, LLC and LOCKTON
COMPANIES, LLC**



By: **ALFRED J. SAIKALI**

SHOOK, HARDY & BACON, LLP

EXHIBIT 1

To:
From:
Subject:

Were you notified that your Private Information may have been compromised in a cybersecurity incident that Southeast Series of Lockton Companies experienced in November 2024? A proposed class action settlement may affect your rights.

A Settlement has been reached with Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC (“Defendants”) in a class action lawsuit concerning a cybersecurity incident that occurred on November 20, 2024 (“Data Incident”). Defendants deny all Plaintiffs’ claims and maintain that they did nothing wrong.

Am I included? You are receiving this Notice because Defendants’ records indicate you are a member of the Settlement Class. The Settlement Class includes of all living persons in the United States who were notified of the Data Incident.

What does the Settlement provide? If approved by the Court, Defendants will pay up to \$9,900,000 to resolve the proposed class action. Of this, \$3,000,000 will be available to reimburse documented losses and \$5,900,000 will be used to create a Common Settlement Fund.

There are two types of Cash Payments that are available to Settlement Class Members. Settlement Class Members may elect to receive one of the following in addition to Financial Data Monitoring:

- (1) Cash Payment A – Documented Losses: Reimbursement of up to \$5,000 in documented losses per person, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims received; or
- (2) Cash Payment B – *Pro Rata* Cash: A *pro rata* share of the Common Settlement Fund after the payment of Financial Data Monitoring costs, the Settlement Administration Costs, any court-approved deductions, and depending upon the number of Valid Claims for Cash Payment B.

In addition to Cash Payment A or Cash Payment B, you are automatically entitled to receive one year of CyEx Financial Shield Complete. Your enrollment code for the monitoring is here:

CyEx Financial Shield Enrollment Code: [CODE]

This enrollment code will become active for use within ten days after the Effective Date, which is currently estimated to be [DATE]. If you would like to receive an email reminder that the enrollment codes are active, please visit the Settlement Website at [www.\[website\].com](http://www.[website].com) to sign up.

How do I get the settlement benefits? You must submit a Claim Form online at [www.\[website\].com](http://www.[website].com), or print a Claim Form from the Settlement Website and mail it to the address on the form by **Month XX, 202X**.

What are my other options? If you do nothing, you will not receive any settlement benefits, you will remain a member of the Settlement Class, and you will give up your rights to sue the Defendants for the claims resolved by this Settlement. If you do not want any Settlement Class Member Benefits but you want to keep your right to sue the Defendants for the claims resolved by this Settlement, you must opt out of the Settlement. If you do not opt out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to opt out of the Settlement or object to it is **Month XX, 202X**.

The Court's Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, up to \$2,966,666.67 to Class Counsel for attorneys' fees plus Case Costs, and \$2,500 Service Award payments to each of the Settlement Class Representatives. If approved, these amounts will be paid pursuant to the Settlement Agreement or a superseding court order, including any approved cash payments to Settlement Class Members who submit Valid Claims.

Want more information? For complete details about the Settlement and your rights and options, visit [www.\[website\].com](http://www.[website].com) or call **(xxx) xxx-xxxx**.

EXHIBIT 2

Beasley v. Southeast Series of Lockton Companies, LLC, et al.
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**If you received this
Notice, you may be
eligible for benefits
from a proposed class
action settlement
regarding a data
breach.**

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC (“Defendants”) in a class action lawsuit concerning a cybersecurity incident that occurred on November 20, 2024 (“Data Incident”). Defendants deny all of Plaintiffs’ claims and maintain that they did nothing wrong.

Am I included? You are receiving this Notice because Defendants’ records indicate you are a member of the Settlement Class. The Settlement Class includes all living persons in the United States who were notified of the Data Incident.

What does the Settlement provide? If approved by the Court, Defendants will pay up to \$9,900,000 to resolve the proposed class action. Settlement Class Members may elect to receive either (1) reimbursement of up to \$5,000 in documented losses; or (2) a *pro rata* share of the Common Settlement Fund after court-approved deductions and based upon the number of valid Cash Payment claims received.

How do I get the settlement benefits? You must submit a Claim Form online at [www.\[website\].com](http://www.[website].com), use the attached Claim Form for a Cash Payment, or print a Claim Form from the Settlement Website and mail it to the address on the form by **Month XX, 202X**.

In addition to your selection of cash payments, you are automatically entitled to receive one year of CyEx Financial Shield Complete. **Your enrollment code for the CyEx monitoring is: [CODE]** This code will become active for use within ten days after the Effective Date, which is currently estimated to be [DATE]. If you would like to receive an email reminder that the enrollment codes are active, please visit the Settlement Website at [www.\[website\].com](http://www.[website].com) to sign up.

What are my other options? If you do nothing, you will not receive any settlement benefits, but you will remain a member of the Settlement Class and you will give up your rights to sue Defendants for the claims resolved by this Settlement. If you do not want any settlement benefits, but you want to keep your right to sue Defendants for the claims resolved by this Settlement, you must opt out of the Settlement. If you do not opt out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to opt out or object is **Month XX, 202X**.

The Court’s final approval hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, including up to \$2,966,666.67 in attorneys’ fees plus Case Costs and \$2,500 Service Award payments to each Class Representative. You or your lawyer may attend the hearing at your own expense.

Want more information? For complete details about the Settlement and your rights and options, visit [www.\[website\].com](http://www.[website].com) or call (xxx) xxx-xxxx.

Postage
Pre-paid

Beasley v. Southeast Series of Lockton Companies, LLC, et al.

c/o Kroll Settlement Administration LLC

PO Box XXXX

New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

CLAIM FORM

Claims must be postmarked no later than **Month xx, 202x.**

You MUST submit a Claim Form online to receive your payment electronically.

You MUST submit a Claim Form online or use the full-length Claim Form available for print on the Settlement Website to make a Claim for reimbursement of documented expenses.

Circle the word “Yes” next to each benefit you are claiming.

Cash Payment: I want a *pro rata* cash payment from the Common Settlement Fund. **Yes**

By signing below, I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: _____

Dated: ____/____/____

EXHIBIT 3

Beasley v. Southeast Series of Lockton Companies, LLC, et al.
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**If you received this
Notice, you may be
eligible for benefits
from a proposed class
action settlement
regarding a data
breach.**

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC (“Defendants”) in a class action lawsuit concerning a cybersecurity incident that occurred on November 20, 2024 (“Data Incident”). Defendants deny all of Plaintiffs’ claims and maintain that they did nothing wrong.

Am I included? You are receiving this Notice because Defendants’ records indicate you are a member of the Settlement Class. The Settlement Class includes all living persons in the United States who were notified of the Data Incident.

What does the settlement provide? If approved by the Court, Defendants will pay up to \$9,900,000 to resolve the proposed class action. Settlement Class Members may elect to receive either (1) reimbursement of up to \$5,000 in documented losses; or (2) a *pro rata* share of the Common Settlement Fund after court-approved deductions and based upon the number of valid Cash Payment claims received.

How do I get the Settlement benefits? You must submit a Claim Form online at [www.\[website\].com](http://www.[website].com), use the attached Claim Form for a Cash Payment, or print a Claim Form from the Settlement Website and mail it to the address on the form by **Month XX, 202X**.

In addition to your selection of cash payments, you are automatically entitled to receive one year of CyEx Financial Shield Complete. Your enrollment code for the CyEx monitoring is here: **[CODE]** This enrollment code will become active for use within ten days after the Effective Date, which is currently estimated to be **[DATE]**. If you would like to receive an email reminder that the enrollment codes are active, please visit the Settlement Website at [www.\[website\].com](http://www.[website].com) to sign up

What are my other options? If you do nothing, you will not receive any settlement benefits, but you will remain a member of the Settlement Class and you will give up your rights to sue Defendants for the claims resolved by this Settlement. If you do not want any settlement benefits, but you want to keep your right to sue Defendants for the claims resolved by this Settlement, you must opt out of the Settlement. If you do not opt out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to opt out or object is **Month XX, 202X**.

The Court’s final approval hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, including up to \$2,966,666.67 in attorneys’ fees plus Case Costs and \$2,500 Service Award payments to each Class Representative. You or your lawyer may attend the hearing at your own expense.

Want more information? For complete details about the Settlement and your rights and options, visit [www.\[website\].com](http://www.[website].com) or call **(xxx) xxx-xxxx**.

Postage
Pre-paid

Beasley v. Southeast Series of Lockton Companies, LLC, et al.

c/o Kroll Settlement Administration LLC

PO Box XXXX

New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

CLAIM FORM

Claims must be postmarked no later than **Month xx, 202x.**

You MUST submit a Claim Form online to receive your payment electronically.

You MUST submit a Claim Form online or use the full-length Claim Form available for print on the Settlement Website to make a Claim for reimbursement of documented expenses.

Circle the word “Yes” next to each benefit you are claiming.

Cash Payment: I want a *pro rata* cash payment from the Common Settlement Fund. **Yes**

By signing below, I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: _____

Dated: ____/____/____

EXHIBIT 4

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of Jackson County, Missouri

Beasley v. Southeast Series of Lockton Companies, LLC, et al., Case No. 2516-CV36137

Were you notified that your Private Information may have been compromised in a cybersecurity incident that Southeast Series of Lockton Companies experienced in November 2024? A proposed class action settlement may affect your rights.

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

- A Settlement has been reached with Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC (“Defendants”) in a class action lawsuit concerning a cybersecurity incident that occurred on November 20, 2024 (“Data Incident”).
- You are included in this Settlement if you are a Settlement Class Member,¹ which includes all persons residing in the United States who were notified of the Data Incident.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or mail it to the Settlement Administrator. You may also call the Settlement Administrator to receive a paper copy of the Claim Form.	Month, __, 202X
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out, you will not be able to receive any benefits and you will be bound by the terms of the Settlement Agreement.	Month, __, 202X
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 benefits.	Month, __, 202X

¹ The Settlement Agreement defines all capitalized terms not otherwise defined in this Notice. The Settlement Agreement is available on the Settlement Website at [www.\[website\].com](http://www.[website].com).

DO NOTHING	If you do nothing, you will not receive any benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline
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- 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.

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BASIC INFORMATION

1. Why was this notice issued?

A court authorized this Notice because 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 captioned *Beasley v. Southeast Series of Lockton Companies, LLC, et al.*, Case No. 2516-CV36137 (Circuit Court of Jackson County, Missouri). The people who filed this lawsuit are called the “Plaintiffs” and the companies they sued, Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC, are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that Private Information (such as names, some Social Security numbers, dates of birth, health information, and medical information) was impacted by the Data Incident that affected Defendants on or around November 20, 2024.

Defendants deny all of the Plaintiffs’ claims and maintain that they did nothing wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. The individuals who sue are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Penny Beasley, Brittany Ward, Devin Carrasquillo, Rex Lawson, Michael Tucker, Hunter Carter, Tyrone Kenneth Johnson, Herman Island, Dennis Whiting, Madeline Whelan, Stacey Nolley, Danny Nguyen, Alicia Bravo, and Zach Pettis

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. The Defendants deny all claims and contend that they have not violated any laws. Plaintiffs and the Defendants agreed to a settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all living persons in the United States who were notified of the Data Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (1) Defendants and their officers and directors; (2) all people who submit a timely and valid opt out from the Settlement Class; (3) the Court, the Judge's immediate family, and Court staff.

THE SETTLEMENT BENEFITS

7. What can I get from this Settlement?

If approved by the Court, Defendants will pay up to \$9,900,000 to resolve the Settlement. Of this, up to \$3,000,000 will be available to reimburse documented losses and \$5,900,000 will be used to create a Common Settlement Fund.

There are two types of Cash Payments that are available to Settlement Class Members. Settlement Class Members may elect to receive one of the following in addition to Financial Data Monitoring:

- (1) **Cash Payment A – Documented Losses:** Reimbursement of up to \$5,000 in documented losses per person, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims received; or
- (2) **Cash Payment B – *Pro Rata* Cash:** A *pro rata* share of the Common Settlement Fund after the payment for Financial Data Monitoring, Settlement Administration Costs, any court-approved deductions, and depending upon the number of Valid Claims for Cash Payment B received.

In addition to electing a Cash Payment, all Settlement Class Members will automatically be entitled to receive one year of CyEx Financial Shield Complete, regardless of whether they file a Claim.

8. Tell me more about Cash Payment A – Documented Losses.

Settlement Class Members may submit a claim for a Cash Payment A – Documented Losses Cash Payment of up to \$5,000 per person if they can show documented losses that are fairly traceable to the Data Incident. If the amount needed to pay all Valid Claims for Cash Payment A exceeds \$3,000,000, payment amounts for Cash Payment A claims will be reduced *pro rata*.

Documented losses may include unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the applicable Data Incident through the date of claim submission; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges.

9. Tell me more about Cash Payment B – *Pro Rata* Cash.

As an alternative to Cash Payment A, Settlement Class Members may submit a claim for Cash Payment B, which will entitle them to receive a *pro rata* share of the cash remaining in the Common Settlement Fund after deducting the payment for Financial Data Monitoring, Settlement Administration Costs, service awards, and attorneys' fees and costs. *Pro rata* means that all Settlement Class Members who submit a Valid Claim for Cash Payment B will receive the same amount.

10. Tell me more about Financial Data Monitoring.

In addition to Cash Payment A or Cash Payment B, all Settlement Class Members will automatically be entitled to one year of CyEx Financial Shield Complete, which includes credit monitoring with one credit bureau, financial transaction monitoring, monthly credit score and tracker, fictitious identity monitoring, bank and financial account monitoring, address change monitoring, home title monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, \$1,000,000 of insurance coverage for identity theft with no deductible, security freeze assist, victim assistance, and customer support.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The “Releases” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

12. How do I submit a Claim Form and get Settlement Class Member Benefits?

You must submit a Claim Form by **MM/DD/YYYY**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) or mailed to the Settlement Administrator at: *Beasley v. Southeast Series of Lockton Companies, LLC, et al.*, c/o Kroll Settlement Administration LLC, **P.O. Box XXXX, New York, NY 10150-XXXX**.

13. When will I get my Settlement Class Member Benefits?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X, at X:X0 p.m.**, to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Class Counsel for representing the Settlement Class, and Service Award payments to the Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court appointed Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Maureen Brady of McShane & Brady, LLC, to represent you and the other members of the Settlement Class (“Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from Defendants consistent with the Settlement Agreement (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I get my own lawyer?

It is not necessary to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to \$2,966,666.67 and Case Costs. If approved, these amounts will be paid pursuant to the terms of the Settlement Agreement and before calculating and distributing Cash Payment B payments to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendants about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "Opting Out" of the Settlement Class. The Opt-Out Deadline to submit a request for exclusion from the Settlement is **Month XX, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- your full name, address, telephone number, and email address (if any);
- A statement indicating that you want to opt out of the Settlement Class, such as "I wish to be excluded from the Settlement Class in *Beasley v. Southeast Series of Lockton Companies, LLC, et al.*, Case No. 2516-CV36137"; and
- your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

Beasley v. Southeast Series of Lockton Companies, LLC, et al.
c/o Kroll Settlement Administration
ATTN: Exclusion Request
PO Box XXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for attorneys' fees and costs, Service Awards, the releases provided to the Defendants, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include:

- a. your full name, mailing address, telephone number, and email address (if any);

- b. the grounds for the objection, including any legal support for the objection known to you or your counsel;
- c. the number of times you have objected to a class action settlement within the five years preceding the date of your objection, the caption of each case you objected to, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the settlement and/or application for attorneys' fees, costs, and service awards;
- e. the number of times your counsel and/or counsel's law firm has objected to a class action settlement within the five years preceding the date of your objection, the caption of each case counsel or the firm has made such objection and a copy of any orders related to or ruling upon those prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f. the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- h. a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing;
- i. your signature (an attorney's signature is not sufficient).

Objections must be filed with the Court no later than **Month XX, 202X**.

Eastern Jackson County Courthouse
Clerk of the Court
308 W. Kansas Avenue
Independence, MO 64050

A copy of your objection also must be mailed to Class Counsel, Defendants' Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 202X**.

CLASS COUNSEL	DEFENDANTS' COUNSEL	SETTLEMENT ADMINISTRATOR
<p>Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 -and- Gary M. Klinger Milberg Coleman Bryson Phillips & Grossman, PLLC, LLP 227 West Monroe Street, Ste. 100 Chicago, IL 60606</p>	<p>Alfred J. Saikali Shook, Hardy & Bacon L.L.P. 201 S. Biscayne Blvd. Ste. 3200 Miami, FL 33131</p>	<p><i>Beasley v. Southeast Series of Lockton Companies, LLC, et al.</i> c/o Kroll Settlement Administration ATTN: Objections PO Box XXXX New York, NY 10150-XXXX</p>

19. What is the difference between objecting and opting out?

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 it. Excluding yourself from the settlement is telling the Court you do not want to be part of the settlement. If you exclude yourself/opt out of the settlement, you cannot object to it because the settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING**20. When is the Court's Final Approval Hearing?**

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 p.m.**, at Eastern Jackson County Courthouse, 308 W. Kansas Avenue, Independence, Missouri, 64050, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

21. 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 file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING**22. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the releases of the Released Parties in the Settlement and not be eligible to receive any Settlement Class Member Benefits.

GETTING MORE INFORMATION**23. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone or mail:

Toll-Free: **(XXX) XXX-XXXX**

Mail: *Beasley v. Southeast Series of Lockton Companies, LLC, et al.*, c/o Kroll Settlement Administration, **PO Box XXXX, New York, NY 10150-XXXX.**

PLEASE DO NOT CONTACT THE COURT OR DEFENDANTS.

EXHIBIT 5

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Your claim must
be submitted
online or
postmarked by:
Claim Deadline

**CLAIM FORM FOR BEASLEY V. SOUTHEAST SERIES OF
LOCKTON COMPANIES, LLC**

Beasley v. Southeast Series of Lockton Companies, LLC, et al.
Case No. 2516-CV36137
Circuit Court of Jackson County, Missouri

GENERAL INSTRUCTIONS

You have been identified by the Settlement Administrator as a Settlement Class Member who may have been notified by Defendants Southeast Series of Lockton Companies, LLC and Lockton Companies, LLC that your Private Information may have been impacted by the Data Incident. You may submit a Claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Notice posted on the Settlement Website, www.URL.com, for more information on submitting a Claim Form and if you are part of the Settlement Class.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.URL.com by **Claim Deadline.**

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to the address below so that it is postmarked on or before **Claim Deadline**:

Beasley v. Lockton
c/o Kroll Settlement Administration LLC
P.O. Box **XXX**
New York, NY 10150-**XXXX**

Cash Payments will be adjusted up or down depending on the amount of Valid Claims. Any increases or decreases to Cash Payments will be on a *pro rata*, or equal basis. **You may submit a Claim for one of the following Cash Payments:**

- 1) **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Documented Losses Cash Payment of up to \$5,000.00 per Settlement Class Member upon presentment of documented losses fairly traceable to the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the claimed losses; **OR**
- 2) **Cash Payment B – Pro Rata Cash:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – *Pro Rata* Cash, which is a pro rata share of the cash remaining in the Common Settlement Fund after deducting (1) Financial Data Monitoring costs, (2) all Settlement Administration Costs, (3) any Service Awards for Class Representatives, and (4) up to one-third of the Common Settlement Fund to Class Counsel for attorneys' fees plus Case Costs as approved by the Court.

In addition to a Cash Payment, all Settlement Class Members will automatically receive the following:

Questions? Go to www.URL.com or call (833) 000 - 0000.

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- 3) **Financial Data Monitoring** – All Settlement Class Members will automatically receive one (1) year of Financial Data Monitoring, regardless of whether they file a claim. Financial Data Monitoring consists of one year of CyEx Financial Shield Complete.

I. PAYMENT SELECTION

Payment for Valid Claims for Cash Payment will be sent via mailed check. If you would prefer to receive your Cash Payment through electronic transfer, you must file your Claim electronically on the Settlement Website.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address (optional): _____ @ _____

Telephone Number: (_____) _____ - _____

III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify you are a living individual residing in the United States who were notified of the Data Incident.

Enter the Class Member ID Number provided on your Email or Postcard Notice:

Class Member ID : _____

Questions? Go to www.URL.com or call (833) 000 - 0000.

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IV. CASH PAYMENT A – DOCUMENTED LOSSES

All Settlement Class Members are eligible for reimbursement of up to \$5,000 in documented losses per person for documented losses incurred as a result of the Data Incident, subject to a *pro rata* (proportional) adjustment depending upon the number of valid claims received. By checking the box below, you choose to claim Documented Losses.

This benefit type cannot be combined with a Claim for Cash Payment B – *Pro Rata* Cash.

☐ Yes, I choose Cash Payment A – Documented Losses

Settlement Class Members with documented losses **must** submit documentation supporting their claims.

Documented losses may include unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the applicable Data Incident through the date of the preliminary approval order; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges.

This can include receipts or other documentation not “self-prepared” by the Claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

You must have documented losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.

☐ I have attached documentation showing that the documented losses are fairly traceable to the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	<u>1</u> <u>2</u> / <u>1</u> <u>7</u> / <u>2</u> <u>4</u> (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$ <u> </u> . <u> </u>	
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$ <u> </u> . <u> </u>	
	<u> </u> / <u> </u> / <u> </u> (mm/dd/yy)	\$ <u> </u> . <u> </u>	

Questions? Go to www.URL.com or call (833) 000 - 0000.

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V. CASH PAYMENT B – *PRO RATA* CASH

By checking the box below, you choose to claim a *pro rata* share of the Common Settlement Fund after making Court-approved deductions. *Pro rata* means that all Settlement Class Members who submit a Valid Claim for Cash Payment B will receive the same amount.

This benefit type cannot be combined with a Claim for Cash Payment A – Documented Losses.

☐

Yes, I choose a *pro rata* payment

VI. FINANCIAL DATA MONITORING

In addition to electing a Cash Payment, all Settlement Class Members will automatically be entitled to receive one year of CyEx Financial Shield Complete, regardless of whether they file a Claim.

Financial Shield Complete includes credit monitoring with one credit bureau, financial transaction monitoring, monthly credit score and tracker, fictitious identity monitoring, bank and financial account monitoring, address change monitoring, home title monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, lost wallet protection, \$1,000,000 of insurance coverage for identity theft with no deductible, security freeze assist, victim assistance, and customer support.

The one-year period will commence when Settlement Class Members use their enrollment codes. Enrollment codes were included on the initial Class Notice.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Date

Print Name

Questions? Go to www.URL.com or call (833) 000 - 0000.

83170

XXXXX

CF

CF

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EXHIBIT 6

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

PENNY BEASLEY, HUNTER CARTER,)	
MARY PARROTT, MICHAEL TUCKER)	
REX LAWSON, DENNIS WHITING, TYRONE)	
JOHNSON, STACEY NOLLEY, DANNY)	Case No.: 2516-CV36137
NGUYEN, BRITTANY WARD, and DEVIN)	
CARRASQUILLO, HERMAN ISLAND)	Division:
MADELINE WHELAN, ALICIA BRAVO)	
and ZACH PETTIS, individually,)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
SOUTHEAST SERIES OF LOCKTON)	
COMPANIES, LLC and LOCKTON)	
COMPANIES, LLC,)	
)	
Defendants.)	

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This case comes before the Court for hearing on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, which is subject to approval by the Court.

WHEREAS, after full consideration of the Parties' Settlement Agreement and Plaintiffs' Motion for Preliminary Approval, along with its supporting documents, and good cause appearing therefor pursuant to Rule 52.08,

IT IS HEREBY ORDERED THAT:

1. Capitalized terms herein shall have the same meaning as those defined in Section II of the Settlement Agreement, attached as Exhibit A to the Motion for Preliminary Approval.
2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class, and Defendants.

3. The Court orders that, to effectuate the proposed Settlement and for settlement purposes only, this Action shall be maintained as a class action under Rule 52.08, subject to Final Approval of the Settlement, on behalf of the following Settlement Class:

All living persons in the United States who were notified of the Data Incident.

4. The Court appoints Penny Beasley, Huntter Carter, K.R., Mary Parrott, Michael Tucker, Rex Lawson, Dennis Whiting, Tyrone Johnson, Stacey Nolley, Danny Nguyen, Brittany Ward, and Devin Carasquillo, Herman Island, Madeline Whelan, Alicia Bravo, and Zach Pettis as Class Representatives.

5. The Court appoints Gary Klinger of Milberg PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Maureen M. Brady of McShane & Brady LLC as Class Counsel.

6. The Court appoints Kroll Settlement Administration, LLC as Settlement Administrator.

7. The Court recognizes that, pursuant to the Agreement, should the Settlement not be finally approved, Defendants retain all rights to object to any future requests to certify a class. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect.

8. The Court preliminarily approves the Settlement of this Action as set forth in the Agreement as being fair, just, reasonable and adequate, subject to further consideration at the Final Approval Hearing described below. The Court further finds the likelihood of Final Approval of the Settlement is sufficient to warrant notice to the Settlement Class as specified in the Agreement. There is good cause to find that the Settlement was negotiated with the assistance of an experienced

mediator and at arms-length between the Parties, who were each represented by experienced counsel.

9. For settlement purposes only, the Court finds that the Settlement Class as defined herein meets the requirements of Rule 52.08 as follows:

- a. The Settlement Class is sufficiently ascertainable;
- b. All Settlement Class has standing as the Petition alleges a sufficient concrete harm;
- c. Though not adopted by the Missouri Supreme Court, Fed. R. Civ. P. 23(e)(2) considers the following additional factors a court should consider when evaluating a class action settlement. *Cf. State ex rel. Union Planters Bank, N.A. v. Kendrick*, 142 S.W.3d 729, 735 n.5 (Mo. banc 2004) (interpretations of Fed. R. Civ. P. 23 may be considered in interpreting Rule 52.08). The relief proposed to be provided to the Settlement Class preliminarily appears adequate taking into account the factors stated in Rule 23(e)(2)(c), in that:

- (1) it appears that continued litigation would entail significant costs, risks, and delay as compared to the proposed Settlement as the Settlement was reached relatively early in the litigation process and before the expenditure of much more significant costs in time and money by both Parties;
- (2) the Settlement provides meaningful Cash Payments and other consideration to Settlement Class members who submit Valid Claims;
- (3) the terms of the proposed Application for Attorneys' Fees, Costs, and Service Awards do not appear unreasonable; and
- (4) there are no "side-deals" as part of this Settlement.

d. There are more than one million Settlement Class members which is sufficiently numerous for purposes of Rule 52.08(a) and joining all of these parties into a single action would be impractical;

e. The Settlement Class members assert common claims challenging Defendants' acts and omissions concerning the Data Incident through the same legal theories under Missouri law;

f. The Settlement Class members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs;

g. The Class Representatives have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including, but not limited to, by hiring competent counsel who have no conflicts of interest with the class and by vigorously litigating this case to its proposed conclusion;

h. The common questions related to Defendants' acts and omissions concerning the Data Incident predominate over any individual questions that might arise; and,

i. Class certification is superior to individual adjudication of the claims asserted here due to the similarities between the Settlement Class members' claims and that managing those claims together would be significantly more efficient than litigating them separately.

10. The Court approves the Notice Program and Claims Process, including the Email Notice, Postcard Notice, Long Form Notice, and Claim Form (substantially in the form as Exhibits 1 through 4 to the Agreement), and finds that the Notice accurately reflects the nature of the claims and the proposed Settlement, states the opt-out and objection procedures in clear language, and is

reasonably and practicably calculated to inform the Settlement Class of the pendency of the Action and their rights, among other things, to opt-out or object to the Settlement, and to attend the Final Approval Hearing. The Notice meets the requirements of Rule 52.08 and the requirements of due process. The Court further finds that the procedure for dissemination of the Notice in the manner described in the Agreement has a reasonable chance of reaching a substantial percentage of the Settlement Class and constitutes the best notice practicable under the circumstances. In addition, the Court finds that no notice other than that specifically identified in the Agreement is necessary in this Action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material or are appropriate to update those documents for purposes of accuracy or formatting for publication.

11. The mailing and distribution of the Email Notice and/or Postcard Notice as set forth in the Settlement Agreement shall proceed. The Settlement Administrator is authorized to mail the Postcard Notice and/or email the Email Notice, after the Notice is updated with the appropriate dates and deadlines consistent with the Agreement, to the applicable Settlement Class Members as provided in the Settlement.

12. The Settlement Class shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement, whether favorable or unfavorable, unless such persons validly opt-out of the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly opt-out of the Settlement shall be bound by the terms of the Agreement.

13. As explained in the Long Form Notice attached to the Agreement as Exhibit 3, Settlement Class Members shall be entitled to exclude themselves by written statement expressly requesting exclusion from the Settlement on or before 30 days before the Final Approval Hearing.

The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

14. Any Settlement Class Member who has not requested to opt-out of the Settlement Class and who wishes to object to any aspect of the Settlement, including the amount of the attorneys' fees and Case Costs that Class Counsel intends to seek or the payment of Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with any supporting documentation, as set forth in the Settlement Agreement. To be valid, the Objection must contain full name, mailing address, telephone number, and email address (if any); all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing. To be valid, the Objection must be personally signed by the objector. Any such Objection must be submitted to the Settlement Administrator in the manner, form, and by the deadline as explained in the Notice. There shall be no combined, collective, or joint objections and, in the

event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

15. Objections not filed and served in accordance with this Preliminary Approval Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Preliminary Approval Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorney's fees and Case Costs, or to the payment of any Service Awards, and to the final judgment of dismissal and the right to appeal same. Only Class Members may object to the Settlement. An objector may withdraw his/her objection(s) at any time before final judgment. The Parties may file with the Court written responses to any filed objections at or prior to the Final Approval Hearing.

16. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Preliminary Approval Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement precisely in the manner provided herein shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement, the releases contained therein, and all aspects of the final judgment of dismissal.

17. Any Settlement Class member who has opted-out of the Settlement may not submit an objection to the Settlement. Settlement Class members cannot both object to and opt-out of the Settlement. Any Settlement Class member who attempts to both object to and out-out of the Settlement will be deemed to have opted-out and will forfeit the right to object to the Settlement or any of its terms.

18. The Court hereby adopts the Settlement approval process as set forth in the Settlement.

19. In the event the Effective Date as defined in the Settlement does not occur, the Agreement, and this Preliminary Approval Order shall be deemed null and void and shall have no effect whatsoever. In such case, nothing in the Agreement or this Preliminary Approval Order shall be relied upon, cited as, constitute evidence of, or constitute an admission of liability or that class action certification is or may be appropriate in this action or any other matter.

20. 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 Agreement and this Preliminary Approval Order.

21. Pending the Court's final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, Plaintiffs and all Settlement Class members and anyone acting on behalf of any Settlement Class member are barred and enjoined from: (a) further litigation in this Action; (b) instituting, filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on an individual or a class or collective action basis any action, claim or proceeding against Defendants or the Released Parties in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; and/or, (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

22. The Final Approval Hearing is hereby scheduled to be held before the Court on _____, 2026, at _____. The purpose of the Final Approval Hearing will be as follows:

- a. To determine whether the proposed Settlement of this Action, as set forth in the Motion for Preliminary Approval, should be approved as fair, reasonable, and adequate to the Settlement Class, and whether a Final Approval Order approving of the Settlement should be entered;
- b. To consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and
- d. To rule upon such other matters as the Court may deem appropriate.

23. The Final Approval Hearing may be switched to Zoom, or another virtual platform, postponed, adjourned, or continued by order of the Court. Notice of the postponement, adjournment or continuance of the hearing shall be posted on the Settlement Website. At or following the Final Approval Hearing, the Court may enter a Final Judgment that approves the Settlement and, in accordance with the Settlement, adjudicates the rights of all Settlement Class Members.

24. The Court hereby sets the following schedule of events:

Event	Calendar Days Before Final Approval Hearing
Notice Program Complete (including Initial Mailed Notice and the Notice Re-Mailing Process)	_____, 2026 (45 before initial scheduled Final Approval Hearing)
Motion for Final Approval and Application for Attorneys' Fees, Costs and Service Awards	_____, 2026 (45 before initial scheduled Final Approval Hearing)
Opt-Out Deadline	_____, 2026 (30 before initial scheduled Final Approval Hearing)
Objection Deadline	_____, 2026 (30 before initial scheduled Final Approval Hearing)
Final Approval Hearing	_____, 2026, at __: __ .m.

IT IS SO ORDERED:

Date

Circuit Judge, Division __

EXHIBIT 7

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE**

PENNY BEASLEY, HUNTER CARTER,)	
MARY PARROTT, MICHAEL TUCKER)	
REX LAWSON, DENNIS WHITING, TYRONE)	
JOHNSON, STACEY NOLLEY, DANNY)	Case No.: 2516-CV36137
NGUYEN, BRITTANY WARD, and DEVIN)	
CARRASQUILLO, HERMAN ISLAND)	Division:
MADELINE WHELAN, ALICIA BRAVO)	
and ZACH PETTIS, individually,)	
and on behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
SOUTHEAST SERIES OF LOCKTON)	
COMPANIES, LLC and LOCKTON)	
COMPANIES, LLC,)	
)	
Defendants.)	

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

This case comes before the Court for hearing on Plaintiffs’ Motion for Final Approval of Class Action Settlement, which is subject to approval by the Court, due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter and being fully advised,

WHEREAS, the Court preliminarily approved the Settlement Agreement _____, 202___, finding that the Settlement was sufficient to warrant Notice to the Settlement Class;

WHEREAS, the Court conducted a Final Approval Hearing on _____, 2026;

WHEREAS, having duly considered the Motion for Final Approval and supporting memorandum of law and other materials presented with respect to the Settlement addressing the claims asserted in the Action under Missouri law,

The Court hereby finds that the Settlement is a fair, adequate, and reasonable resolution of a bona fide dispute in contested litigation.

NOW THEREFORE, after due deliberation, IT IS HEREBY ORDERED THAT:

1. Unless otherwise defined herein, all terms used in this Final Approval Order have the same meanings as those defined in Section II of the Settlement Agreement, which is attached as Exhibit A to the Motion for Final Approval. The terms of the Settlement are hereby incorporated by reference into this Final Approval Order.

2. This Court has jurisdiction over the subject matter of this Action and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. This Final Approval Order is binding on the Settlement Class as defined in the Settlement.

4. The Settlement was negotiated at arm's length and is fair, reasonable, and adequate; is in the best interests of the Settlement Class; provides adequate relief to the Settlement Class; treats Settlement Class Members equitably; and should be, and hereby is, approved, especially in the light of the benefits to the Settlement Class accruing therefrom the discovery, investigation, and litigation conducted by Class Counsel prior to the proposed Settlement, and the complexity, expense, risks, and probable protracted duration of further litigation.

5. Likewise, the Settlement has the support of Class Counsel and Defendants' Counsel, both of whom have significant experience representing parties in the complex class actions.

6. The Court finally approves the Settlement Agreement and the Settlement claims brought in the above-captioned Action under the terms of that Agreement.

7. The Claim Process and formula for allocation of Settlement Class Member Benefits as set forth in the Settlement is approved as fair, equitable, and reasonable measures for calculating and distributing the settlement payments to the Class Representatives and the Settlement Class Members.

8. The Court finds that adequate notice of the Settlement was given to the Settlement Class Members pursuant to the terms of the Preliminary Approval Order. The Notice that was disseminated to the Settlement Class adequately informed the Settlement Class of the terms of the Settlement, the type of relief available, the process available to them to submit a claim, their right to request exclusion from the Settlement and pursue their own remedies, and their opportunity to submit objections and appear and be heard at the Final Approval Hearing. The Notice also adequately informed Settlement Class Members of additional resources available to obtain further information, including the identity of Class Counsel and how to contact the Court-approved Settlement Administrator. The Court finds that the Notice Program satisfied the requirements of Rules 52.08(c)(2) and 52.08(e).

9. The Court held a Final Approval Hearing at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

10. The Court finally certifies, for settlement purposes only, the Settlement Class:

All living persons in the United States who were notified of the Data Incident.

11. The individuals who are listed on ***Exhibit A*** to this Final Approval Order have made timely and valid requests for exclusion and are excluded from the Settlement Class and are not bound by this Final Approval Order.

12. The Court finds that no Settlement Class Member objected to the Settlement. The absence of any objections to the Settlement by Class Members supports approval of the Settlement.

13. For settlement purposes only, the Court confirms the appointment of the Plaintiffs as Class Representatives of the Settlement Class.

14. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel and finds that they are experienced in class action litigation and have adequately represented the Settlement Class: Gary Klinger, Jeff Ostrow, and Maureen Brady

15. With respect to the Settlement Class, the Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

16. The Court orders the Parties to the Settlement to perform their obligations thereunder. The terms of the Settlement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

17. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against Defendants. The Court adjudges that the Released Claims and all of the claims described in the Settlement are released against Defendants and the Released Parties.

18. The Court adjudges that Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released,

relinquished, and discharged all Released Claims against Defendants and the Released Parties, as defined under the Settlement Agreement. The Released Claims specifically extend to claims that Plaintiffs and the Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreement, and the releases contained therein, become effective.

19. The Court further adjudges that, upon entry of this Final Approval Order, the Agreement and the above-described Release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, and accounting advisors, as set forth in the Settlement Agreement. The Released Parties may file the Agreement and/or this Final Approval Order in any action or proceeding that may be brought against them to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Plaintiffs and all Settlement Class Members who did not validly and timely request exclusion from the Settlement are, for all purposes, conclusively and permanently barred and enjoined from commencing, prosecuting, asserting, filing, pursuing, continuing, seeking to reopen, and/or otherwise maintaining in any court or forum any of the Released Claims or any of the claims described in the Settlement against any of the Released Parties.

21. Plaintiffs' request of a Service Award in the amount of \$2,500 to each of the Class Representatives, who have adequately represented the Settlement Class, is hereby approved. The

Court specifically finds such amount to be reasonable in light of the services performed by the Class Representatives for the Settlement Class, including taking on the risks of litigation and helping to achieve the results to be made available to the Settlement Class. This amount shall be paid from the Common Settlement Fund in accordance with the terms of the Settlement.

22. The Court approves payment of attorney's fees to Class Counsel in the amount of \$2,966,666.66 including reimbursement of reasonable litigation costs. This amount shall be paid \$1,966,666.66 from the Common Settlement Fund and \$1,000,000.00 in accordance with the terms of the Settlement. Class Counsel has adequately represented the Settlement Class and Class Counsel has applied for an attorneys' fee award, based on an approximately one-third contingency fee from the common benefit created to settle this Action. A one-third common benefit contingency fee is reasonable in class action cases like the Action and is reasonable in this Action.

23. Neither this Final Approval Order, nor the Settlement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendants or any of the Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims. This Final Approval Order is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendants or any of the Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendants.

24. The Court finds that no reason exists for delay in entering this Final Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Judgment of Dismissal.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Approval Order and do not limit the rights of the Class Members.

IT IS SO ORDERED:

Date

Circuit Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$9.9M Southeast Series of Lockton Companies Settlement Ends Data Breach Litigation](#)
