

**IN THE CIRCUIT COURT OF CHAMPAIGN COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**SHANNON PIERCE, MICHELLE WATSON,
RILDA FIRKINS, BRIANA ACUNA,
MICHAEL DANIELL, CARA HAENEL, AND
DEBORAH WARE** on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

**COMMUNICATIONS DATA GROUP, INC.,
DUO COUNTY TELEPHONE COOPERATIVE
CORPORATION, INC., CUMBERLAND
CELLULAR, LLC, AND HOME WIRELESS,
INC.**

Defendants.

Case No.: 2026CH000032

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware, individually and on behalf of the Settlement Class, and Defendants Communications Data Group, Inc. (“CDG”), Duo County Telephone Cooperative Corporation, Inc. (“Duo, Inc.”), Cumberland Cellular, LLC (“Cumberland”), and Home Wireless, Inc. (“Home Telecom”), as of the date last signed below.¹ 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. CDG provides cloud-based, SaaS-delivered billing services for voice, video, data, circuit, and interconnect services for retail and wholesale broadband service providers and telecommunications carriers, including Duo, Inc., Cumberland, and Home Telecom.

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

2. Duo and Cumberland (collectively, “Duo”) provides telecommunications and broadband services to its customers in rural Kentucky.

3. Home Telecom provides telecommunication and broadband services to its customers in South Carolina.

4. On February 13, 2025, CDG was alerted to the unauthorized deployment of ransomware within its environment. Based on a subsequent forensic investigation, CDG determined that the Private Information of approximately 137,059 individuals may have been compromised, accessed, and/or exfiltrated by an unauthorized party during the Data Incident. These individuals are or were customers of Duo, Home Telecom, and other telecommunication providers.

5. After the Data Incident, CDG, Duo, Inc., Cumberland, and Home Telecom were named as defendants in various federal court and state court class action lawsuits, all related to the Data Incident, and alleging similar claims on behalf of overlapping putative classes.

6. On October 20, 2025, Plaintiffs filed a consolidated complaint in the United States District Court of the Central District of Illinois, case number 2:25-cv-02170, before the Honorable Jonathan E. Hawley.

7. On November 20, 2025, Plaintiffs, CDG, Duo, Inc., and Cumberland filed a joint motion to stay the case pending mediation, with Home Telecom, which has not been served with the consolidated complaint, consenting to the motion.

8. On November 20, 2025, the Court granted the motion and stayed the case pending mediation.

9. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendants to learn as much as possible in advance of mediation, and Defendants provided certain

information in response to facilitate the mediation. CDG propounded informal discovery requests on Plaintiffs to learn about, among other things, the damages they claim were caused by the Data Incident. The Parties also exchanged detailed mediation briefs outlining their positions with respect to jurisdiction, liability, damages, and other settlement-related issues.

10. On January 20, 2026, the Parties appeared for mediation before the Honorable Morton Denlow, retired Magistrate Judge for the United States District Court for the Northern District Illinois, of JAMS.

11. After a lengthy mediation, the Parties agreed upon the material terms of this Settlement to resolve all claims on a classwide basis.

12. The settlement discussions were arms-length and contested and resulted in an agreement to settle the Action on a classwide basis. The Parties have had a full and fair opportunity to evaluate the strengths and weaknesses of their respective positions and have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

13. On February 3, 2026, Plaintiffs filed a dismissal pursuant to Rule 41 of the Federal Rule of Civil Procedure of the consolidated complaint. On March 27, 2026, Plaintiffs filed an action against Defendants related to the Data Incident in this Court.

14. The Parties now agree to settle the Action entirely, without any admission by Defendants 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 allegations made in the Complaint and the Data Incident as it relates to the Defendants, despite Defendants' belief that they are not liable for and has good defenses to the

claims alleged in the Action, Defendants desire to settle and thus avoid the burden, expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly 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 enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

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

II. DEFINITIONS

15. “**Action**” means the above-captioned action, *Pierce, et al. v. Communications Data Group, Inc. et al.*, Case No. 2026CH000032.

16. “**Alternative Cash Payment**” means a cash payment received by a Settlement Class Member in lieu of payment for Documented Losses or for Credit Monitoring.

17. “**Business Improvements**” means CDG’s commitment to maintain a series of enhanced security measures as detailed in Section IV herein.

18. “**Cash Payment for Documented Losses**” means a payment for an approved Documented Loss Claim that Settlement Class Members may seek as a Settlement Class Member Benefit, subject to approval by the Settlement Administrator.

19. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

20. “**Claim Form**” means the selection of Settlement Class Member Benefits, proof of claim for Documented Losses, substantially in the form attached hereto as **Exhibit 1**, which may be modified as necessary subject to the Parties’ approval.

21. “**Claim Form Deadline**” means the last day of the Claims Period, as defined below.

22. “**Claims Period**” means the period that begins on the Notice Date, and that ends sixty (60) days thereafter, and means the period in which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Member Benefits.

23. “**Claim Process**” means the process by which Settlement Class Members submit Claims to the Settlement Administrator for the recovery of Settlement Class Member Benefits.

24. “**Class Counsel**” means the following: Raina Borrelli of Strauss Borrelli, Gary Klinger of Milberg PLLC, and William B. Federman of Federman & Sherwood.

25. “**Class List**” means the list of Settlement Class Members prepared by CDG using information in CDG and Home Telecom’s records and provided to the Settlement Administrator by CDG for Notice. The Class List shall include the Settlement Class Members’ names, and postal addresses (if maintained by CDG or Home Telecom).

26. “**Class Representatives**” means those Plaintiffs who sign this Agreement.

27. “**Complaint**” means the Class Action Complaint filed in the Action on March 27, 2026, in this Court.

28. **“Court”** means the 6th Judicial Circuit Court for the State of Illinois and the Judge(s) assigned to the Action.

29. **“Credit Monitoring”** means three (3) years of one-bureau credit monitoring offered by CyEx that Settlement Class Members may elect as part of their Settlement Class Member Benefits. Such credit monitoring shall include, at least, \$1,000,000 in identity theft protection insurance, without deductible.

30. **“Data Incident”** means the ransomware attack perpetrated on CDG and discovered by CDG on or about February 13, 2025.

31. **“Defendants”** mean CDG, Duo, Inc., Cumberland, and Home Telecom, the defendants in the Action.

32. **“CDG’s Counsel”** means Scott Hyman of Womble Bond Dickinson (US) LLP, including other attorneys and staff members of the firm.

33. **“Duo’s Counsel”** means Molly Arranz of Amundsen Davis LLC, including other attorneys and staff members of the firm.

34. **“Defendants’ Counsel”** means CDG’s Counsel, Duo’s Counsel, and Home Telecom’s Counsel together.

35. **“Documented Loss”** refers to documented, monetary losses incurred by a Settlement Class Member, and which specifically involve (a) an actual, documented, and unreimbursed monetary expense; (b) that was more likely than not caused by the Data Incident; and (c) where the claimant made reasonable efforts to avoid or seek reimbursement for, the expense. Documented Loss must be supported by Reasonable Documentation that a Settlement Class Member actually incurred unreimbursed out-of-pocket expenses and are subject to review and approval by the Settlement Administrator. Any Documented Loss must include a declaration

under penalty of perjury, in a form agreed to by Plaintiffs' counsel and CDG's counsel, executed by the Settlement Class Member submitting the Documented Loss, that the statements, representations, and/or documentation submitted in support of the Documented Loss are true and correct to the best of the Settlement Class Member's knowledge.

36. **"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) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, dismissing the claims of all Settlement Class Members with prejudice (including Plaintiffs) who do not properly exclude themselves; or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order in all material respects by the appellate court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review, or thirty (30) days after the entry of a dismissal of the appeal.

37. **"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.

38. **"Final Approval Hearing"** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney's Fees, Costs, and Service Awards.

39. **"Final Approval Order"** means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as **Exhibit 2**, that:

- a. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;

- b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
- c. Dismisses the Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
- d. Approves the Release provided in Section XI and orders that, as of the Effective Date, the Released Claims will be released as to the Released Parties; and
- e. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.

The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of fees and costs awarded to Class Counsel, or Service Awards to Class Representatives.

40. **“Home Telecom’s Counsel”** means Christopher Wiech of Baker & Hostetler LLP, including other attorneys and staff members of the firm.

41. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit 3**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

42. **“Motion for Attorneys’ Fees, Costs, and Service Awards”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Class Counsel’s attorneys’ fees and reimbursement for costs, and Service Awards for the Class Representatives.

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

44. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file

with the court seeking Preliminary Approval of the Settlement.

45. “**Notice**” means the Postcard Notice (**Exhibit 4**) and Long Form Notice (**Exhibit 3**) that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

46. “**Notice Date**” means the date by which Postcard Notice shall be mailed by the Settlement Administrator and the Settlement Website shall go live, and on which the Settlement Class Member toll-free telephone line shall go live. The Notice Date shall be thirty (30) days after the entry of the Preliminary Approval Order.

47. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the Settlement Class Member toll-free telephone line.

48. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted a Claim Form that, for one or more reasons, is not a Valid Claim, as determined by the Settlement Administrator. .

49. “**Objection Deadline**” means forty-five (45) days after the Notice Date.

50. “**Opt-Out Deadline**” means forty-five (45) days after the Notice Date.

51. “**Party**” means each of the Plaintiffs and Defendants, and “**Parties**” means Plaintiffs and Defendants collectively.

52. “**Private Information**” means some combination of Settlement Class Members’ names, Social Security numbers, driver’s license numbers, dates of birth, physical address, and bank account information, and may also include Customer Proprietary Network Information pertaining to certain Settlement Class Members.

53. “**Plaintiffs**” means Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna,

Michael Daniell, Cara Haenel, and Deborah Ware.

54. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit 4**, that the Settlement Administrator shall disseminate to Settlement Class Members by mail only for those Settlement Class Members for which an email address is not provided by Defendants.

55. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

56. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as **Exhibit 5**.

57. **“Reasonable Documentation”** means documentation supporting a claim for Documented Loss, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.

58. **“Releases”** means the releases and waiver set forth in Section XI of this Agreement.

59. **“Released Claims”** means all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the exposure of Private Information in the Data Incident, and conduct that was alleged or could have been alleged in the Action, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of

the disclosure of Private Information from the Data Incident, Duo's and Home Telecom's hiring, selection, and retention of CDG, Defendants' response to and remediation of the Data Incident, and Defendants' notice of the Data Incident to consumers, including the timing and adequacy of the notice, provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident. Released Claims do not include any claims for damages, indemnification, or contribution, among and between the Defendants.

60. **"Released Parties"** means Communications Data Group, Inc., Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, and Home Wireless, Inc. and each of their present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and the present and former directors, officers, employees, agents, insurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident.

61. **"Releasing Parties"** means Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assign.

62. **"Service Awards"** means the payments the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

63. **"Settlement Administrator"** means Simpluris, Inc.

64. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

65. “**Settlement Agreement**” or “**Settlement**” or “**Agreement**” means this Settlement Agreement and Release between Plaintiffs’ and Defendants.

66. “**Settlement Class**” means all persons residing in the United States who received a Notice of Data Incident letter from CDG or Home Telecom relating to the Data Incident. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action and their immediate family, and Court staff.

67. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement.

68. “**Settlement Class Member Benefit**” means the Settlement Class benefits under the Settlement, which are Credit Monitoring, Cash Payment of Documented Losses, or Alternative Cash Payment.

69. “**Settlement Website**” means the website the Settlement Administrator will establish on or before the Notice Date as a means for 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, Motion 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 at least six months after Final Approval.

70. “**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. Eastern 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, or the submission of Reasonable Documentation as required under this Agreement. 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. CERTIFICATION OF THE SETTLEMENT CLASS

71. In the Motion for Preliminary Approval, Plaintiffs shall propose and request 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 this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, 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 in support of any subsequent motion for class certification of any class in the Action in such event.

IV. SETTLEMENT CONSIDERATION

72. All Settlement Class Members are eligible to elect one of following three options as a Settlement Class Member Benefit: (1) Cash Payment for Documented Losses; (2) Alternative Cash Payment; (3) or Credit Monitoring.

73. Cash Payment for Documented Losses

All Settlement Class Members are eligible to submit a claim for a Cash Payment for

Documented Losses for a maximum of \$5,000.00 per Settlement Class Member upon presentment of Reasonable Documentation of Documented Losses related to the Data Incident. This shall include, without limitation and by way of example, expenses associated with fraud or identity theft stemming from the Data Incident; 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 mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include Reasonable Documentation in support of the Claim except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute Reasonable Documentation but may be included to provide clarification, context, or support for other submitted Reasonable Documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit Reasonable Documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. Settlement Class Members claiming a Cash Payment for Documented Losses may also make a claim for Credit Monitoring.

74. Alternative Cash Payment

Instead of selecting a Cash Payment for Documented Losses and/or Credit Monitoring, a Settlement Class Member may elect to receive an Alternative Cash Payment, which is a flat payment in the amount of \$45.00.

75. Credit Monitoring

Instead of selecting an Alternative Cash Payment, Settlement Class Members are eligible to submit a claim for three (3) years credit monitoring offered by CyEx with one (1) major credit bureau (Experian, Equifax, or TransUnion), which will include, at least identity theft insurance up to \$1,000,000, without deductible. Settlement Class Members who select Cash Payment for Document Losses may also make a claim for Credit Monitoring. This service is valued at \$719.64 per individual.

76. Settlement Administration Costs

CDG shall be solely responsible for the payment of all Settlement Administration Costs, which are estimated to be no more than \$150,000.00. CDG shall pay the Settlement Administration Costs to the Settlement Administrator within thirty (30) business days of receipt of valid invoices from the Settlement Administrator.

77. Business Improvements

CDG provided Class Counsel with a confidential “Security Attestation” attesting to the security enhancements it implemented following the Data Incident. CDG commits to maintain those security enhancements for at least five years following the date of the discovery of the Data Incident.

V. SETTLEMENT APPROVAL

78. The Motion for Preliminary Approval shall, among other things, request the Court (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) approve the Notice Program set forth herein and approve the form and content of the Notice of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Raina Borrelli, Gary Klinger, and William B. Federman as Class Counsel for Settlement purposes; (7) appoint the Plaintiffs who sign this Agreement as Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

VI. SETTLEMENT ADMINISTRATOR

79. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator.

80. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

81. The Settlement Administrator shall administer various aspects of the Settlement as described in the following 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, assessing Claim Forms and determining whether they are supported by Reasonable Documentation, and distributing Cash Payments for Documented Losses, codes for Credit Monitoring enrollment, and Alternative Cash Payments to those who submit Valid Claims.

82. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, documentation supporting claims for Documented Losses, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, sending correspondence with a code to activate Credit Monitoring for Settlement Class Members who submit a Valid Claim for Credit Monitoring, and sending approved Cash Payments for Documented Losses and Alternative Cash Payments to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. By the Notice Date, establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain an automated toll-free telephone line to go live on the Notice Date for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e. Respond to any mailed Settlement Class Member inquiries;
- f. Process all opt-out requests from Settlement Class Members;
- g. Provide 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;
- h. In advance of the Final Approval Hearing, prepare 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, providing the names of each Settlement Class Member 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;

i. Review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;

j. Collect from CDG and/or its insurers the funds necessary to pay Settlement Class Member Benefits;

k. Any other Settlement administration function at the instruction of CDG's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

**VII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND
OBJECTION PROCEDURES**

83. CDG will make available to the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, CDG will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement. Home Telecom will cooperate with CDG by providing a list of individuals to whom Home Telecom sent notices of the Data Incident, sufficient for CDG to comply with its obligations in this paragraph, no later than five (5) days after entry of the Preliminary Approval Order.

84. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of

Notice approved by the Court.

85. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Motion for Attorneys' Fees, 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 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.

86. 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.

87. If the Settlement Administrator receives more than 150 opt-out requests from the Settlement Class Members, then CDG shall have the right to terminate the Settlement Agreement in its entirety.

88. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class

Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

89. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to 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 last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted on the postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. 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.

90. For an objection to be considered by the Court, the objection must also set forth the following (the "Notice of Objection"):

- 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 (5) 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 the Motion for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five (5) 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 on the objection issued by the trial and appellate courts in each such listed case;

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

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

h. all exhibits to be introduced into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection and

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

91. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel.

92. Only Settlement Class Members who submit timely objections may speak at the Final Approval Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorney's fees and costs.

93. Any Settlement Class Member who fails to timely file and serve a written Notice of Objection pursuant to this Agreement shall be deemed to have waived any objections, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing, and shall be foreclosed and forever barred from making any objection to the Agreement or seeking any review of the Agreement or its terms by appeal or other means.

94. The Notice Program shall be completed in its entirety no later than sixty (60) days before the original date set for the Final Approval Hearing.

VIII. CLAIMS PROCESS AND DISBURSEMENT OF SETTLEMENT CLASS MEMBER BENEFITS

95. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment for Documented Losses, Alternative Cash Payment, and/or Credit Monitoring, and how to submit a Claim Form. Settlement Class Members must submit a Claim Form to be eligible for the benefits described in Section IV.

96. 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.

97. 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 Agreement,

including whether it is supported by Reasonable Documentation, and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form and supporting documentation before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete and supported by Reasonable Documentation, as necessary. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

98. 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.

99. 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 Claim 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 the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

100. Claim Forms that do not meet the terms and conditions of this Settlement (including

for failure to submit Reasonable Documentation) shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the 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 (including for failure to submit Reasonable Documentation), 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 Settlement Class Member 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, or the submission of additional evidence supporting a claim for Documented Losses. A Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member 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 Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants' Counsel and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Failure to submit Reasonable Documentation;
- c. Failure to provide a declaration under penalty of perjury with Reasonable

Documentation;

- d. Illegible Claim Form;
- e. The Claim Form is fraudulent;
- f. The Claim Form is duplicative of another Claim Form;
- g. The Claimant is not a Settlement Class Member;
- h. The Claimant submitted a timely and valid request to opt-out of the

Settlement Class;

- i. 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;
- j. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- k. The Claim Form otherwise does not comply with the requirements of this Agreement.

102. 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 thirty (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 Settlement Administrator's determination as to whether to approve,

deny, or reduce a Claim shall be final and binding.

103. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or CDG's 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.

104. Class Counsel represent and warrant that they will utilize any information they learn about Settlement Class Members through the evaluation of claims process solely to fulfill their duties as Class Counsel in this matter, and for no other purpose.

105. No person or entity shall have any claim against Defendants, 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.

106. The Settlement Administrator must submit an invoice to CDG for payment of all Valid Claims within five (5) days of the Effective Date or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth here. CDG shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within thirty (30) days of the invoice.

107. No later than seventy-five (75) days after Final Approval or thirty (30) days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

108. Cash Payments for Documented Losses and Alternative Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final

Approval, the Settlement Administrator will send Settlement Class Members an email or letter, if an email address is not available, to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within ninety (90) days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to CDG, and the Settlement Class Member shall forfeit their right to the funds.

109. The invoice(s) for all Valid Claims and Settlement Administration Costs, and the amounts for Attorney's Fees, Costs, and Service Awards awarded by the Court, are to be borne solely by CDG, and this amount represents the total extent of Defendants' monetary obligations under the Settlement. Defendants and the other Released Parties shall have no obligation to make further payments towards the settlement, and shall have no other financial responsibility or obligation relating to this Agreement.

IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT

110. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than fourteen (14) days before the original 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 Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Motion for Attorneys' Fees,

Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

111. 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 Motion for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims 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;
- e. Release Defendants and the Released Parties from the Released Claims; and
- f. 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.

X. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

112. *Service Awards.* In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for Class Representatives in the amount not to exceed \$2,500.00 each.

The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. CDG shall pay or cause to be paid the Court-approved Service Awards to Class Counsel within fourteen (14) business days of the later of: (a) the Effective Date; or (b) the date on which Class Counsel has provided CDG with all information and documentation reasonably necessary for CDG to process the payment to the Class Representatives, including but not limited to wire or other payment instructions, tax identification number(s), and completed Form(s) W-9.

113. ***Attorneys' Fees and Costs.*** No later than fourteen (14) days before the Opt-Out and Objection Deadlines, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to \$500,000.00. Defendants will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount, but in no case shall Plaintiffs' counsel seek an award of more than \$500,000.00 by way of sums sought, multiplier, or otherwise. Under no circumstances shall Defendants be liable for more than \$500,000.00 in attorneys' fees and costs. CDG shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel within thirty (30) business days of the later of: (a) the Effective Date; or (b) the date on which Class Counsel has provided CDG with all information and documentation reasonably necessary for CDG to process the payment, including but not limited to wire or other payment instructions, tax identification number(s), and completed Form(s) W-9.

114. The Parties represent and warrant that they did not discuss the payment of attorneys' fees, costs, or Service Awards until after the substantive terms of the Settlement had been agreed upon.

115. This Settlement is not contingent on approval of the Motion for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what

was requested, the remaining provisions of the Agreement shall remain in force.

XI. RELEASES

116. Upon the Effective Date, and in consideration of the Settlement Class Member Benefit 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 forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. To the extent applicable, Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides as follows:

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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (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). The Releasing Parties agree that, once this Agreement is executed, 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.

117. Settlement Class Members who opt-out of the Settlement prior to the end of the

Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

118. 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.

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

XII. TERMINATION OF SETTLEMENT

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order, and has not materially altered the Agreement;
- c. CDG has not terminated the Agreement pursuant to Paragraph 87 above;
- d. The Court has entered the Final Approval Order in all material respects, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- e. The Effective Date has occurred.

121. If the Court suggests any modifications to the Agreement or seeks to condition entry of the Preliminary Approval Order or Final Approval Order on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, Defendants shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class Members, or the cost to or burden on the Defendants, or the scope of any of the Released Claims contemplated in this Agreement.

122. If any of the conditions specified in the preceding paragraph are not met within 365 days from the date this Agreement is executed by all Parties, or, in the event an appeal is taken from the Final Approval Order, 365 days from the date any appeal is resolved, or as the Parties may otherwise agree in writing; or if the Court otherwise imposes any modification to or condition of approval of the Agreement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

XIII. EFFECT OF TERMINATION

123. The grounds upon which this Agreement may be terminated are set forth in Section XII. 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. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In addition, in the event of such a termination, all of the Parties' respective

pre-Settlement rights, claims, and defenses will be retained and preserved.

124. In the event this Agreement is terminated or fails to become effective, CDG shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

125. 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 to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. NO ADMISSION OF LIABILITY

126. 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 have denied and continue to deny each of the claims and contentions alleged in the Complaint. 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.

127. 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 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 Members.

128. 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.

129. Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement (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 Settlement Class Members, 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.

130. 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.

XV. MISCELLANEOUS PROVISIONS

131. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement, information exchanged in advance of mediation,

information contained in the Parties' mediation briefs, and information exchanged during mediation. The Parties will not make any public statement about the Agreement, except as required or authorized by law. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Agreement, Preliminary Approval, Final Approval, and any objection to the Agreement's terms. Defendants may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effectuate the Agreement.

132. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

133. ***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.

134. ***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 this Agreement as described herein.

135. ***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.

136. ***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 expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

137. ***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.

138. ***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 Illinois, without regard to the principles thereof regarding choice of law.

139. ***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.

140. ***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.

141. **Notices.** All notices provided for herein, shall be sent by email, as follows:

a. If to Plaintiffs or Class Counsel:

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Raina@straussborrelli.com

Gary Klinger
Milberg Coleman Bryson Phillips Grossman LLC
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

William B. Federman
Federman & Sherwood
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
info@federmanlaw.com

b. If to CDG or CDG's Counsel:

Scott Hyman
Womble Bond Dickinson (US) LLP
400 Spectrum Center Drive, Suite 1700
Irvine, CA 92618
Scott.Hyman@wbd-us.com

c. If to Duo or Duo's Counsel:

Molly A. Arranz
Amundsen Davis LLC
150 North Michigan Ave. Suite 3300
Chicago, Illinois 60601
marranz@amundsendavislaw.com

d. If to Home Telecom or Home Telecom's Counsel:

Christopher A. Wiech
Baker & Hostetler LLP
1170 Peachtree St. Suite 2400
Atlanta, GA 30309

cwiech@bakerlaw.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.

142. ***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 Agreement has been approved preliminarily by the Court, as approved by the Court.

143. ***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.

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

145. ***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, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

146. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge (a) that they 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, it 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 used to make certain determinations, arguments, and settlement positions. The Parties agree this Agreement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Agreement 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. Thus, in furtherance of the Parties' 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.

147. ***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 the Releases, and fully understands the effect of this Agreement and the Releases.

[signature pages follow]

PLAINTIFFS

SHANNON PIERCE

Plaintiff

MICHELLE WATSON

Plaintiff

RILDA FIRKINS

Plaintiff

BRIANA ACUNA

Plaintiff

MICHAEL DANIELL

Plaintiff

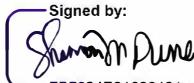
CARA HAENEL

Plaintiff

DEBORAH WARE

Plaintiff

PLAINTIFFS

Signed by:


EB7334E21632431
SHANNON PIERCE
Plaintiff

MICHELLE WATSON
Plaintiff

RILDA FIRKINS
Plaintiff

BRIANA ACUNA
Plaintiff

MICHAEL DANIELL
Plaintiff

CARA HAENEL
Plaintiff

DEBORAH WARE
Plaintiff

PLAINTIFFS

SHANNON PIERCE

Plaintiff

Michele Watson

MICHELLE WATSON

Plaintiff

RILDA FIRKINS

Plaintiff

BRIANA ACUNA

Plaintiff

MICHAEL DANIELL

Plaintiff

CARA HAENEL

Plaintiff

DEBORAH WARE

Plaintiff

PLAINTIFFS

SHANNON PIERCE

Plaintiff

MICHELLE WATSON

Plaintiff



Rilda Faye Firkins (Apr 23, 2026 16:01:15 CDT)

RILDA FIRKINS

Plaintiff

BRIANA ACUNA

Plaintiff

MICHAEL DANIELL

Plaintiff

CARA HAENEL

Plaintiff



Deborah L. Ware (Apr 22, 2026 17:18:08 EDT)

DEBORAH WARE

Plaintiff

PLAINTIFFS

SHANNON PIERCE
Plaintiff

MICHELLE WATSON
Plaintiff

RILDA FIRKINS
Plaintiff


Accepted Apr 23, 2026 12:48:26 EDT
BRIANA ACUNA
Plaintiff

MICHAEL DANIELL
Plaintiff

CARA HAENEL
Plaintiff

DEBORAH WARE
Plaintiff

PLAINTIFFS

SHANNON PIERCE
Plaintiff

MICHELLE WATSON
Plaintiff

RILDA FIRKINS
Plaintiff

BRIANA ACUNA
Plaintiff

Michael Daniell
MICHAEL DANIELL
Plaintiff

CARA HAENEL
Plaintiff

DEBORAH WARE
Plaintiff

PLAINTIFFS

SHANNON PIERCE
Plaintiff

MICHELLE WATSON
Plaintiff

RILDA FIRKINS
Plaintiff

BRIANA ACUNA
Plaintiff

MICHAEL DANIELL
Plaintiff


Cara Haenel (Jun 4, 2026 11:17:29 EDT)

CARA HAENEL
Plaintiff

DEBORAH WARE
Plaintiff

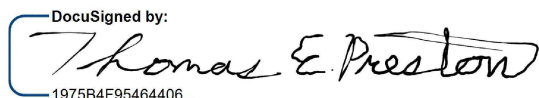
COMMUNICATIONS DATA GROUP, INC.

Jason J. Dandridge

By: Jason Dandridge

Its: CEO

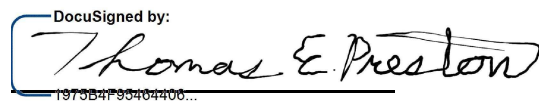
DUO COUNTY TELEPHONE COOPERATIVE CORPORATION, INC.

DocuSigned by:

1975B4E95464406

By: Thomas E. Preston

Its: Executive VP/CEO

CUMBERLAND CELLULAR, LLC

DocuSigned by:

1975B4E95464406...

By: Thomas E. Preston

Its: Executive VP/CEO

HOME WIRELESS, INC.

By: _____

Its: _____

COMMUNICATIONS DATA GROUP, INC.

Jason J. Dandridge

By: Jason Dandridge

Its: CEO

DUO COUNTY TELEPHONE COOPERATIVE CORPORATION, INC.

By: _____

Its: _____

CUMBERLAND CELLULAR, LLC

By: _____

Its: _____

HOME WIRELESS, INC.

Signed by:

Robert Meeker

2EACAF973209410...

By: Robert Meeker

Its: EVP & CFO

— **EXHIBIT 1** —

Docusign Envelope ID: 1EB7D930-70D4-85FC-80AB-5DA29032A6BF

*Communications Data
Group, Inc., et al.*

c/o Settlement
Administrator

P.O. Box XXXX

City, State Zip

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

NOTICE OF CLASS ACTION
SETTLEMENT

If you received a notice of a Data Incident from Communications Data Group, Inc. or Home Wireless, Inc., you are entitled to submit a claim for monetary compensation under a class action settlement.

www.INSERT.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

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

WHO IS A CLASS MEMBER?

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Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, and Home Wireless, Inc., Case No. 2026CH000032, you are a Class Member if your Private Information was potentially compromised as a result of the Data Incident that Communications Data Group, Inc. (“CDG”) experienced in February 2025 (the “Class”).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Defendants Communications Data Group, Inc., Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, and Home Wireless, Inc. have agreed to settle the Action on a classwide basis to avoid the burden and expense of litigation without in any way acknowledging fault or liability. The settlement in no way should be construed as an admission of any liability, wrongdoing, or fault by the Defendants. All Class Members may submit a claim for Cash Payment for Documented Losses; or for an Alternative Cash Payment; or for Credit Monitoring. Class Members who believe they suffered a Documented Loss as a result of the Data Incident may request up to \$5,000 for the reimbursement of losses which are sufficiently documented. Class Members that submit a Claim for a Documented Loss may also submit a claim for Credit Monitoring which includes three years of credit monitoring offered by CyEx, with one major credit bureau, which includes identity theft insurance of up to \$1,000,000. In the alternative to submitting a Claim for Credit Monitoring and/or a Documented Loss, Class Members may elect to submit a Claim for an Alternative Cash Payment of \$45. More information about the types of Claims and how to file them is available at www.INSERT.com (“Settlement Website”).

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a Settlement Class Member Benefit, you must timely complete and submit a Claim Form.. Your Claim Form must be

postmarked or submitted online at www.INSERT.com no later than apluris is the Settlement Administrator.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue the Defendants on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than apluris, 2026. If you do not exclude yourself, then you will be bound by the Settlement and give up your right to sue regarding the Released Claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than apluris, 2026, and provide the reasons for the objection. Please visit www.INSERT.com for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the Released Claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing at apluris m. on apluris, 2026** to determine if the Settlement is fair, reasonable, and adequate.

Who are the attorneys for the Plaintiffs and the proposed Class? The Court appointed [INSERT](mailto:apluris), as Class Counsel to represent the Class.

Do I have any obligation to pay attorneys’ fees or expenses? No. The attorneys’ fees and expenses will be paid exclusively by CDG as awarded and approved by the Court. The attorneys’ fees and expenses will be in an amount of up to \$500,000.00. The Motion for Attorneys’ Fees, Costs, and Service Awards will be posted on the Settlement Website after it is filed with the Court.

What is the amount of the Class Representative Service Awards? The named Plaintiffs, Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware, also called the Class Representatives, will each seek Service Awards in the amount of \$2,500 for their efforts in this case.

Who is the Judge overseeing this settlement? Judge [INSERT](mailto:apluris)

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim? www.INSERT.com

This Notice is a summary of the proposed Settlement

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— EXHIBIT 2 —

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
CIRCUIT COURT OF THE 6th JUDICIAL CIRCUIT
CHAMPAIGN COUNTY, ILLINOIS**

Pierce, et al. vs. Communications Data Group, Inc., Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, and Home Wireless, Inc., Case No. Case No. 2026CH000032

A court has authorized this Notice. This is not a solicitation from a lawyer.

If You Received a Notice of a Data Incident from Communications Data Group, Inc. or Home Wireless, Inc, You Could be Eligible for a Payment or other Benefits from a Class Action Settlement

- You may be eligible to receive a payment from a proposed non-reversionary class action settlement (the “Settlement”).
- The class action lawsuit concerns a cyberattack discovered in February 2025 (the “Data Incident”) on Communications Data Group, Inc.’s network. (“CDG”) in which it was determined that an unauthorized third party gained access to CDG’s systems which potentially impacted the personally identifiable information (“PII”), including for customers of Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, Home Wireless, Inc. Approximately 137,059 individuals, including: name, address, date of birth, driver’s license information, bank account information, and Social Security numbers (collectively referred to in this Settlement Agreement as “Private Information”). The Defendants deny any wrongdoing and deny that they have any liability but have agreed to settle the Action on a classwide basis to avoid the burden and expense of litigation without in any way acknowledging fault or liability. The Settlement in no way should be construed as an admission of any liability, wrongdoing, or fault by any of the Defendants, including Communications Data Group, Inc., Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, and Home Wireless, Inc.
- To be eligible to make a Claim, you must have received a notice letter of the Data Incident that occurred in February 2025.
- Eligible Claimants under the Settlement Agreement will be eligible to receive one of the following Settlement Benefits:

❖ **Documented Loss:** Documented, monetary losses incurred by a Settlement Class Member, and which specifically involve (a) an actual, documented, and unreimbursed monetary expense; (b) that was more likely than not caused by the Data Breach; and (c) where the claimant made reasonable efforts to avoid or seek reimbursement for, the expense. A Documented Loss must be supported by Reasonable Documentation that a Settlement Class Member actually incurred unreimbursed out-of-pocket expenses and are subject to review and approval by the Settlement Administrator. Any Documented Loss must include a declaration under penalty of perjury executed by the Settlement Class Member submitting the Documented Loss, that the

statements, representations, and/or documentation submitted in support of the Documented Loss are true and correct to the best of the Settlement Class Member's knowledge. Class Members who believe they suffered a Documented Loss as a result of the Data Incident may request up to \$5,000 for the reimbursement of losses which are sufficiently documented. If you make a claim for a Documented Loss, you may also make a Claim for Credit Monitoring as described below; or

- ❖ **Alternative Cash Payment:** A onetime cash payment of \$45.00 in lieu of a Cash Payment for Documented Loss and/or Credit Monitoring; or
- ❖ **Credit Monitoring:** Three (3) years credit monitoring offered by **CyEx** with one (1) major credit bureau (Experian, Equifax, or TransUnion), which will include, at least identity theft insurance up to \$1,000,000, without deductible.

- For more information or to submit a Claim visit **INSERT** or call **1-###-###-####** Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment or other Settlement Benefits.	Submitted or Postmarked on or Before _____, 2026
Exclude Yourself By Opting Out of the Class	Receive no Alternative Cash Payment, Credit Monitoring, Cash Payment for Documented Losses, or other Settlement Benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Defendants for the same claims if you are a Class Member.	Submitted or Postmarked on or Before _____, 2026
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on _____, 2026 about the fairness of the Settlement, with or without your own attorney.	Received on or Before _____, 2026
Do Nothing	Receive nothing. Give up your legal rights if you are a Class Member.	No Deadline.

- Your rights and options as a Class Member – and the deadlines to exercise your rights – are

- explained in this Notice.
- The Court will still have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information.....
Who is in the Settlement.....
The Settlement Benefits—What You Get if You Qualify.....
How do You Submit a Claim.....
What Do Defendants Get.....
Excluding Yourself from the Settlement.....
Objecting to the Settlement.....
The Lawyers Representing You.....
The Court’s Final Approval Hearing
If You Do Nothing.....
Getting More Information.....

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge [INSERT] of the Circuit Court for Champaign County, Illinois is overseeing this Action captioned as *Pierce, et al. vs. Communications Data Group, Inc. et al.*, Case No. 2026CH000032. The people who brought the Action, Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware, are called the Plaintiffs. The entities being sued, Communications Data Group, Inc., Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, and Home Wireless, Inc., are called the Defendants.

2. What is this Action about?

The Action claims that Defendants were responsible for the Data Incident and asserts claims for negligence, negligence per se, breach of implied contract, breach of third-party beneficiary contract, unjust enrichment, and declaratory judgement.

Defendants deny these claims and claim they did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendants have any liability for these claims or did anything wrong.

3. Why is this Action a class action?

In a class action, one or more people called Class Representatives sue on behalf of all people who have similar claims. Together, all of these people are called a Class, and the

individuals in the Class are called Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing Settlement Benefits to Class Members. The Class Representatives appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Class Member if you reside in the United States and your Private Information was potentially impacted by the Data Incident, including if you were mailed a notification by or on behalf of the Defendants, regarding the Data Incident (the “Settlement Class”).

Only Class Members are eligible to receive Settlement Benefits under the Settlement. Specifically excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action and their immediate family, and Court staff.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Settlement Administrator

address

address

INSERT WEBSITE

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant Communications Data Group, Inc. will fund the following benefits: up to \$5,000.00 for reimbursement of a Documented Loss. Class Members that submit a Claim for a Documented Loss may also submit a claim for Credit Monitoring which includes three years of credit monitoring offered by CyEx, with one major credit bureau, which includes identity theft insurance of up to \$1,000,000. In lieu of the previous Settlement Benefits, a Class Member may instead submit a Claim for an Alternate Cash Payment of \$45 or for Credit Monitoring alone.

Payment of (1) attorneys' fees and expenses and Service Awards to Plaintiffs (see Question 19) and (2) the costs of notifying the Class and administering the Settlement will also be paid by Defendant Communications Data Group, Inc.

Also, as part of the Settlement, Defendant Communications Data Group, Inc. has either undertaken or will undertake certain Business Improvements to further secure its systems and environments.

8. What payments or Settlement Benefits are available for reimbursement under the Settlement?

Class Members who submit a Claim are eligible to receive a Cash Payment for Documented Losses, an Alternative Cash Payment, or Credit Monitoring all of which are described below:

- a) Cash Payment for Documented Losses resulting from the Data Incident (up to \$5,000.00 in total). This shall include, without limitation and by way of example the following incurred on or after February 2025:
- expenses associated with fraud or identity theft stemming from the Data Incident;
 - 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 mailing of the notice of data breach, through the date of claim submission; and
 - miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Individuals selecting Cash Payment for Documented Losses may also receive Credit Monitoring (see below).

- b) An Alternative Cash Payment of \$45 in lieu of both a Cash Payment for Documented Loss and/or Credit Monitoring.
- c) Three (3) years of Credit Monitoring offered by CyEx with one (1) major credit bureau (Experian, Equifax, or TransUnion), which will include, at least identity theft insurance up to \$1,000,000, without deductible.

I. HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Benefit?

To receive a Settlement Benefit under the Settlement, you must complete and submit a Claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at **INSERT WEBSITE** or by calling **1-###-###-####**. A Claim Form will also be sent to Class Members as part of the Long Form Notice that will be mailed to Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it

according to the instructions on the Claim Form.

10. How will Claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is a Valid Claim. The Settlement Administrator may require additional information. If this is the case, you will be sent a Notice of Deficiency. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on _____, 2026 at _____,m. CT to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

II. WHAT DO DEFENDANTS GET?

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

The Defendants get a Release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue the Defendants and other persons (“Released Parties”) as to all claims arising out of or relating to the Data Incident (“Released Claims”). This Release is described in the Settlement Agreement, which is available at **INSERT WEBSITE**. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

III. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

13. If I exclude myself, can I get a payment from this Settlement?

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

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter to the Settlement Administrator that says you want to be

excluded from or opt-out of the Settlement in *Pierce, et al. vs. Communications Data Group, Inc., et al.*, No. 2026CH000032, Circuit Court of Champaign County, Illinois. The letter must: (a) state your name, address, and telephone number; (b) contain your personal signature or the personal signature of a person authorized by law to act on your behalf; and (c) a statement indicating a request to be excluded from the Settlement Class. You must mail your exclusion or opt-out request postmarked by _____, 2026, to:

Settlement Administrator
Attn: Exclusion Request

address
address

IV. OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Settlement Administrator at the mailing address listed below and file your objection with the Court, postmarked by **no later** than the Objection Deadline, _____, 2026:

Settlement Administrator

address
address

Your objection must be written and must include all of the following: (1) the objector's full name, mailing address, telephone number, and email address (if any); (2) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (3) 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; (4) 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 the Motion for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; (5) the number of times in which the objector's counsel and/or the objector's 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 on the objection issued by the trial and appellate courts in each such listed case; (6) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (7) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (8) all exhibits to be introduced into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection; and (9) the objector's signature (an attorney's signature is not sufficient).

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and explains why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any Settlement Benefits from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a Class Member and the Action no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

V. THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as Class Counsel to represent the Class:

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Raina@straussborrelli.com

Gary Klinger
Milberg Coleman Bryson Phillips Grossman LLC
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

William B. Federman
Federman & Sherwood
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
info@federmanlaw.com

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

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$500,000, including reasonable litigation expenses. Defendants have agreed not to object to any award of attorneys' fees and expenses up to that amount, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel will be made by Defendant Communications Data Group, Inc. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for Service Awards up to \$2,500 for each of the Class Representatives for their services in representing the Class in this matter.

Any award for attorneys' fees and expenses for Class Counsel and the Class Representative Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than _____, 2026, and their Motion for Attorneys' Fees, Costs and Service Awards will be filed no later than _____, 2026, and will be posted on the Settlement Website.

VI. THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at _____ m. CT on _____, 2026, at the **Circuit Court** of Champaign County, Illinois, Courtroom _____ or by remote or virtual means as ordered by the Court. At this Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Motion for Attorneys' Fees, Costs and Service Awards. After the Final Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking **INSERT WEBSITE** or calling 1-###-###-####.

21. Do I have to attend the Final Approval Hearing?

No. Class Counsel will be present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to discuss it. As long as you filed and submitted your valid objection pursuant to the instructions laid out in Question 16 and included in the Settlement Agreement the Court will consider it.

22. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must have filed and submitted your valid objection pursuant to the instructions laid out in Question 16 and included in the Settlement Agreement

VII. IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money or other benefit from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants

and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

VIII. GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **INSERT WEBSITE**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **1-###-###-####**.

This Notice is approved by the Circuit Court for Champaign County, Illinois. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

CLAIM FORM FOR THE DATA INCIDENT BENEFITS

USE THIS FORM TO MAKE A CLAIM FOR A OUT-OF-POCKET LOSS PAYMENT, ALTERNATIVE CASH PAYMENT, OR CREDIT MONITORING

For more information, call **1-888-888-8888** or visit the Settlement Website at **INSERT**
*Para una notificación en Español, pueda llamar **1-888-888-8888** o visitar nuestro sitio de web **INSERT**.*

The DEADLINE to submit this Claim Form online (or have it postmarked for mailing) is

[XXXX XX, 2026]

I. GENERAL INSTRUCTIONS

If you were notified that your Private Information was potentially compromised in a February 2025 cyberattack against Communications Data Group, Inc. and its customers, including Duo County Telephone Cooperative Corporation, Inc., Cumberland Cellular, LLC, or Home Wireless, Inc (collectively, “Defendants”) you are a Settlement Class Member. The event that caused your Private Information to be potentially impacted is referred to here as the “Data Incident.”

The Settlement establishes Settlement Benefits for Settlement Class Members for their Documented Losses. In lieu of this, Class Members may instead submit a Claim for an Alternative Cash Payment or for Credit Monitoring, which includes three years of credit monitoring offered by CyEx, with one major credit bureau (Experian, Equifax, or TransUnion), which will include, at least, identity theft insurance up to \$1,000,000, without deductible. You must fill out this Claim Form to select the Settlement Benefits you wish to Claim. **You may submit a Claim for Credit Monitoring and/or Cash Payments for Documented Losses, or in the alternative only a Claim for an Alternative Cash Payment.**

The benefits are as follows:

a. Cash Payment for Documented Loss

You are eligible to receive a Cash Payment for Documented Loss as reimbursement for money you lost or paid to protect yourself from the February 2025 Data Incident, such as money spent on a credit monitoring service. You are also eligible to receive a Cash Payment for Documented Loss as reimbursement for money you lost as a result of fraud or identity theft, if that money has not been reimbursed from another source. This includes without limitation and by way of example:

- expenses associated with fraud or identity theft stemming from the Data Incident;
- 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 mailing of the notice of data breach, through the date of claim submission; and
- miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

These Documented Losses must be documented, you must submit copies of documents supporting your claims, such as receipts or other documentation, and you must certify the information you submit on the claim form is accurate under penalty of perjury. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

If you make a claim for Documented Losses, you may also make a Claim for Credit Monitoring.

b. Alternative Cash Payment

In lieu of a Claim for Documented Loss and/or Credit Monitoring, Claimants may submit a Claim for a Alternative cash payment of \$45.

c. Credit Monitoring

Three (3) years Credit Monitoring offered by CyEx with one (1) major credit bureau (Experian, Equifax, or TransUnion), which will include, at least identity theft insurance up to \$1,000,000, without deductible.

Completing the Claim Form

All Claim Forms must include a signed Certification found on the final page of the Claim Form. This Claim Form may be submitted online at INSERT or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. If submitting by U.S. mail, mail your completed Claim Form, including any supporting documentation, to:

Settlement Administrator
P.O. Box XXXX
XXXXX, XX XXXXX

claimed loss along with this Claim Form. Out-of-Pocket Expenses need to be deemed fairly traceable to the Data Incident by the Settlement Administrator based on the documentation you provide and the facts of the Data Incident.

Failure to meet the requirements of this section may result in your Claim being rejected by the Settlement Administrator.

In addition, you may also elect Credit Monitoring.

☐ Please check this box here if in addition to your claim for a Documented Loss, you are also electing to receive three (3) years Credit Monitoring offered by **CyEx** with one (1) major credit bureau (Experian, Equifax, or TransUnion), which will include, at least identity theft insurance up to \$1,000,000, without deductible.

2) ALTERNATIVE CASH PAYMENT

☐ Please check this box here if you are electing to receive an Alternative cash payment of \$45 under the Settlement. By submitting a Claim for an Alternative Cash Payment, you cannot additionally Claim a Documented Loss or Credit Monitoring.

3) CREDIT MONITORING

☐ Please check this box here if you are electing to receive three (3) years Credit Monitoring offered by **CyEx** with one (1) major credit bureau (Experian, Equifax, or TransUnion), which will include, at least identity theft insurance up to \$1,000,000, without deductible.

If you **do not submit** reasonable documentation supporting a Claim for a Documented Loss, or your Claim for a Cash Payment for Documented Loss is rejected by the Settlement Administrator for any reason and you do not cure the defect, only your claim for Credit Monitoring, if such Claims was made, will be considered.

III. CERTIFICATION

By submitting this Claim Form, I certify and attest that I am eligible to make a Claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I understand that this Claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all Claims for cash payments under this Settlement are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of Claim and the determinations of the Settlement Administrator, which may not be appealed.

Signature: _____

Date: _____

Print Name: _____

— **EXHIBIT 3** —

**IN THE CIRCUIT COURT OF CHAMPAIGN COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**SHANNON PIERCE, MICHELLE
WATSON, RILDA FIRKINS, BRIANA
ACUNA, MICHAEL DANIELL, CARA
HAENEL, AND DEBORAH WARE** on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

**COMMUNICATIONS DATA GROUP,
INC., DUO COUNTY TELEPHONE
COOPERATIVE CORPORATION, INC.,
CUMBERLAND CELLULAR, LLC, AND
HOME WIRELESS, INC.**

Defendants.

Case No.: 2026CH000032

Judge: _____

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware, individually and on behalf of the Settlement Class, and Defendants Communications Data Group, Inc. ("CDG"), Duo County Telephone Cooperative Corporation, Inc. ("Duo"), Cumberland Cellular, LLC ("Cumberland"), and Home Wireless, Inc. ("Home Telecom"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons residing in the United States who received a Notice of Data Incident letter from CDG or Home Telecom relating to the Data Incident.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action and their immediate family, and Court staff.

5. For settlement purposes only, Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware are hereby appointed as the Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Raina Borrelli

Strauss Borrelli PLLC

980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Raina@straussborrelli.com

Gary Klinger

Milberg Coleman Bryson Phillips Grossman LLC

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

William B. Federman

Federman & Sherwood

10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
info@federmanlaw.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. 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 whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Settlement Agreement as Exhibits 1 and 2, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than

that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. **Simpluris, Inc.** or such other entity that the parties mutually agreed upon, is hereby appointed Settlement Administrator to supervise and administer the notice and claims process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Notice as set forth in the Settlement Agreement.

12. Settlement Class Members 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 Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against the Defendants or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

13. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than 45 days after the Notice Date.

14. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their

name, address, telephone number, and a statement that they wish to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of any other person within the Settlement Class.

15. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

16. Class Counsel may file any motion seeking an award of attorneys' fees in the amount of no more than \$500,000 plus their reasonable costs and expenses, as well as a Service Award of \$2,500 for the Class Representative, no later than 14 days before the Opt-Out and Objection Deadlines.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees and costs that Class Counsel intends to seek and the payment of the Service Award to the Class Representative, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendants' Counsel, and the Settlement Administrator no later than 45 days after the Notice Date.

18. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (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 (5) 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 the Motion for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; (e) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five (5) 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 on the objection issued by the trial and appellate courts in each such listed case; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (h) all exhibits to be introduced into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection; and (i) the objector's signature (an attorney's signature is not sufficient). Objections not filed and served in accordance with this Order and Settlement Agreement 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 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 attorneys' fees, costs,

and expenses, to the payment of the Service Award, and to the Final Approval Order and the right to appeal same.

19. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel.

20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

21. All papers in support of the Final Approval of the proposed Settlement shall be filed no later than 14 calendar days before the Final Approval Hearing.

22. A Final Approval Hearing shall be held before the Court on **DATE** at **TIME** a.m. in Courtroom **[TBD]** for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;
- (d) to consider the Motion for Attorneys' Fees, Costs a of Class Counsel;
- (e) to consider the Motion for the Service Awards to the Class Representative;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

23. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

24. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

25. All discovery and other proceedings in the Action as between Plaintiffs and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

26. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List to Administrator:	10 days after Preliminary Approval Order
Notice to be begin :	30 days after Preliminary Approval Order
Objection Deadline:	45 days after Notice Date
Opt-Out Deadline:	45 days after Notice Date
Final Approval Motion:	14 days before Final Approval Hearing
Final Approval Hearing:	_____, 2026 at _____

IT IS SO ORDERED.

ENTERED:

Honorable Judge [TBD]

Date

— **EXHIBIT 4** —

**IN THE CIRCUIT COURT OF CHAMPAIGN COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**SHANNON PIERCE, MICHELLE
WATSON, RILDA FIRKINS, BRIANA
ACUNA, MICHAEL DANIELL, CARA
HAENEL, AND DEBORAH WARE** on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

**COMMUNICATIONS DATA GROUP,
INC., DUO COUNTY TELEPHONE
COOPERATIVE CORPORATION, INC.,
CUMBERLAND CELLULAR, LLC, AND
HOME WIRELESS, INC.**

Defendants.

Case No.: 2026CH000032

Judge: _____

[PROPOSED] FINAL APPROVAL ORDER

This matter coming to be heard on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("the Motion"), 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 in the premises, IT IS HEREBY ORDERED, as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware, individually and on behalf of the Settlement Class, and Defendants Communications Data Group, Inc. ("CDG"), Duo County Telephone Cooperative Corporation, Inc. ("Duo"), Cumberland Cellular, LLC ("Cumberland"), and Home Wireless, Inc. ("Home Telecom") (together, "the Parties").

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

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated _____, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on _____, **2026**, at _____ **a.m./p.m.**, 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.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Action, and the fact that the Settlement Agreement is the result of arms-length negotiations, further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

All persons residing in the United States who received a Notice of Data Incident letter from CDG or Home Telecom relating to the Data Incident

8. No timely or valid requests for exclusion were received prior to the _____ Opt-Out Deadline and all members of the Settlement Class and are bound by this Final Approval Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware as Class Representatives of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class:

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Raina@straussborrelli.com

Gary Klinger
Milberg Coleman Bryson Phillips Grossman LLC
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

William B. Federman
Federman & Sherwood
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
info@federmanlaw.com

11. With respect to the Settlement Class, this 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.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

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

14. 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 the Defendants. The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Released Parties.

15. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class and each of their predecessors, successors, heirs, executors, administrators, agents, assigns, and anyone claiming by, through, or on behalf of them shall be deemed to have fully, finally, and forever released, waived, relinquished, surrendered, given up, abandoned, cancelled, and discharged all Released Claims against the Released Parties, as defined under the Settlement Agreement.

16. The Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist at the time that the Settlement Agreement, and the releases contained therein become effective. The Court finds that Plaintiffs have, and the Settlement Class Members are deemed to have, knowingly waived the protections of any law of

the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

17. The Court further adjudges that, upon entry of this Order, the Settlement 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 predecessors, successors, heirs, executors, administrators, agents, assigns, and anyone claiming by, through, or on behalf of them as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement and each of their predecessors, successors, heirs, executors, administrators, assigns, and anyone claiming by, through, or on behalf of them are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves payment of attorneys' fees and costs and expenses in the amount of \$500,000. This amount shall be paid in accordance with the terms of the Settlement

Agreement. The Court, having considered the materials submitted by Class Counsel in support of Final Approval of the Settlement and their Motion for Attorneys' Fees and Costs and in response to any timely filed objections thereto, finds the award of attorneys' fees and costs appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the Settlement Benefits for the Settlement Class Members. Finally, the Court notes that the class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

20. The Court approves the Service Award in the amount of \$2,500 for each of the Class Representatives, and specifically finds such amount to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be made available to the Settlement Class. This amount shall be paid or cause to be paid by Defendant CDG in accordance with the terms of the Settlement Agreement.

21. Neither this Final Approval Order and Judgment, nor the Settlement Agreement, 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 and Judgment is not a finding of the validity or invalidity of any claims in this Litigation 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.

22. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds that no reason exists for delay in entering this Final Approval Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order and Judgment.

23. 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 Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED:

Honorable [TBD]

Date