EXHIBIT A

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT, DUPAGE COUNTY, ILLINOIS

In re Naper Grove Data Breach Litigation.	Case No. 2025LA000922

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. 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. Procedural History

1. Defendant is a medical practice that provides personalized eye care services to patients in the Naperville, Illinois area and surrounding communities.

2. In the course of its ordinary business practices, Defendant collects, retains, and stores consumer personally identifiable information ("PII") and protected health information ("PHI" and collectively with PII, "Private Information").

3. On May 24, 2025, Defendant experienced a Data Incident. In response, Defendant launched an investigation which revealed that the names, Social Security numbers, addresses, dates

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

of birth, driver's license numbers, patient numbers, health insurance numbers and explanation of benefits documentation, and/or medical condition or treatment information of current and former patients were potentially impacted.

4. On July 10, 2025, Defendant filed a breach report with the U.S. Department of Health and Human Services Officer for Civil Rights about the Data Incident.

5. Following news of the Data Incident, beginning in late July 2025, multiple class actions were filed in the Circuit Court of DuPage County, Illinois. Plaintiffs filed a motion to consolidate the multiple actions and appoint Class Counsel, which was granted on December 25, 2025. Plaintiffs filed a Consolidated Complaint on January 21, 2026.

6. Shortly thereafter, to conserve resources for the benefit of those who may have been impacted in the Data Incident, the Parties began discussing settlement.

7. In connection with their settlement discussions, Defendant provided Plaintiffs with informal discovery, including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals potentially impacted by the Data Incident, and the specific type of information potentially accessed.

8. The Parties' counsel, who are experienced in class actions and specifically data breach litigation, discussed the terms of a class wide settlement over the course of several months. The negotiations were arms-length and hard fought. During the negotiations, the Parties agreed that venue was proper in this Court.

9. The Consolidated Complaint alleges claims against Defendant for negligence, negligence *per se*, breach of implied contract, unjust enrichment, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act on behalf of a national class.

10. The Parties now agree to settle the Action entirely, without any admission of

liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Consolidated Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Consolidated Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Consolidated Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Consolidated Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Consolidated Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of 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

12. "**Action**" means the class action lawsuit entitled: *In re Naper Grove Data Breach Litigation*, Case No. 2025-LA-000922, pending in the Circuit Court of DuPage County, Illinois, Law Division.

13. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

14. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

16. "**Cash Payment A – Documented Losses**" means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement, as further described in paragraph 65(a).

17. "**Cash Payment B – Alternate Cash**" means the set cash payment that Settlement Class Members may elect under the Settlement, as further described in paragraph 65(b).

18. "**Claim**" means the submission of a Claim Form by a Claimant.

19. "**Claimant**" means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

20. "**Claim Form**" means the claim form, substantially in the form attached hereto as ***Exhibit 1***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

21. "**Claim Form Deadline**" shall be 30 days before the initial date set for the Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

22. "**Claim Process**" means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator reviews the Claims to determine which ones are Valid Claims.

23. "**Class Counsel**" means: Gary M. Klinger and Kenneth J. Grunfeld.

24. "**Class List**" means the list of 20,093 Settlement Class Members Defendant will provide to the Settlement Administrator for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records. The Class List shall include all known contact information for the Settlement Class Members, including full names, addresses, and email addresses.

25. "**Class Representatives**" means the Plaintiffs who sign the Settlement Agreement.

26. "**Complaint**" means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on January 21, 2026.

27. "**Credit Monitoring"** or **"CMIS"** mean up to one year of the CyEx Medical Shield Complete product, or its equivalent, to be provided to participating Settlement Class Members, as further described in paragraph 66.

28. "**Court**" means the Circuit Court of DuPage County, Illinois, Law Division, and the Judge(s) assigned to the Action.

29. "**Data Incident**" means the potential unauthorized access to Plaintiffs' and the Settlement Class Members' Private Information which occurred on or about May 24, 2025 that is the subject of the Consolidated Complaint.

30. "**Defendant**" means the Defendant in the Action, Naper Grove Vision Care, P.C.

31. "**Defendant's Counsel**" means Ashley L. Orler of Constangy, Brooks, Smith & Prophete LLP.

32. "**Effective Date**" means the later of: (a) 30 days after entry of the Final Approval

Order, if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

33. "**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.

34. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

35. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

36. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by email, if such email address is known, or mail, if such email address is not known, on request made to the Settlement Administrator.

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

38. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. "**Notice Program**" means the methods provided for in this Agreement for giving

Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

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

42. "**Objection Deadline**" means 30 days before the initial date set for the Final Approval Hearing.

43. "**Opt-Out Deadline**" means 30 days before the initial date set for the Final Approval Hearing.

44. "**Party**" means either Plaintiffs or Defendant, and "**Parties**" means Plaintiffs and Defendant collectively.

45. "**Plaintiffs**" means Ashley Fett and Paul Mifsud.

46. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that the Settlement Administrator may disseminate to Settlement Class Members by email or mail.

47. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

48. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

49. "**Private Information"** means names combined with Social Security numbers, and any other type of non-public personally identifiable information.

50. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

51. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands,

liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident or the claims alleged in the Action.

52. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

53. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

54. "**Service Awards**" means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by or on behalf of Defendant separate from the Settlement Class Member Benefits.

55. "**Settlement Administrator**" means Simpluris, the third-party notice and claims administrator engaged by the Parties.

56. "**Settlement Administration Costs**" means all costs and fees of the Settlement

Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

57. "**Settlement Class**" means the Class List and includes all individuals whose Private Information may have been impacted by the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

58. "**Settlement Class Member**" means any member of the Settlement Class who has not opted out of the Settlement.

59. "**Settlement Class Member Benefits**" means the CMIS and the Cash Payment that Settlement Class Members may elect in the Settlement.

60. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

61. "**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. 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

62. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees 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, Defendant 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 contested motion for class certification of any class in the Action.

IV. Settlement Consideration

63. Defendant has agreed to pay, or cause to be paid, the following: Settlement Administration Costs, Cash Payments to Settlement Class Members, Credit Monitoring, Attorneys' Fees and Costs, and Service Awards.

64. **Cash Settlement Payments** - Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from or on behalf of Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses, or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims

without receiving a Settlement Class Member Benefit.

Settlement Class Members may select one of the following two cash payment options:

a. **Cash Payment A – Documented Losses.** Settlement Class Members may submit a claim for a Cash Payment under this section for up to $1,000.00 per Settlement Class Member upon presentment of reasonable, actual, documented, and unreimbursed monetary fraud losses caused by fraud related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Eligible losses are those incurred on or about May 24, 2025, up to the date of filing the Claim Form. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Such documented losses from fraud must be fairly traceable to the Data Incident. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. 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. To be eligible for a Cash Payment under this section, the Settlement Class Member must have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. 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 the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If

a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will automatically be considered as a Claim for Cash Payment B.

b. **Cash Payment B – Alternate Cash.** As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment. Defendant has agreed to create a total fund in the amount of $50,000.00 to pay all Class Members who make a Valid Claim for Cash Payment B. This amount shall be divided *pro rata*, equally, among all class members who make a Valid Claim for Cash Payment B.

65. **Credit Monitoring.** In addition to having the option to elect Cash Payment A or Cash Payment B, all Settlement Class Members will automatically receive a code to activate one year of CyEx's Medical Shield Complete product, or its equivalent. The Credit Monitoring will include up to $1 million dollars of identity theft insurance coverage. The Credit Monitoring activation codes will be provided to all Settlement Class Members in the Postcard Notice. At or after the time of Final Approval, Settlement Class Members may enroll in one year of Credit Monitoring using the activation code provided in the Notice. Enrollment and activation of Credit Monitoring services will be available only after the Court grants Final Approval. Settlement Class Members will not be required to submit a Claim Form to receive this Settlement Class Member Benefit.

66. **Business Practice Changes.** Prior to Final Approval, Defendant will provide Class Counsel with a confidential writing, not for filing, of the cyber security measures implemented following the Data Incident. The costs of any such security measures on the part of Defendant shall be fully borne by it and under no circumstances will such costs be deducted from the Settlement

Fund.

67. **Settlement Administration Costs.** Defendant shall be solely responsible for the payment of all Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

V. Settlement Approval

68. Within 14 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which 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 Notices 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 Gary M. Klinger and Kenneth J. Grunfeld as Class Counsel; (7) appoint Plaintiffs as the 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 Defendant's Counsel.

V. Settlement Administrator

69. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

70. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

71. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

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

e. Responding to any mailed Settlement Class Member inquiries;

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

g. Providing weekly reports to Class Counsel and Defendant's 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, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, 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. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment and/or Credit Monitoring;

j. Collecting from Defendant the funds necessary to pay the Settlement Class Member Benefits;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Facilitating procurement of the Credit Monitoring services and product activation codes, and distributing the activation codes to Settlement Class Members; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VI. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

72. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant

will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

73. Within 25 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.

74. Settlement Class Members shall be sent a Postcard Notice.

75. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through a national change-of-address and skip-tracing database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

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

77. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application 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 and Defendant's 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.

78. 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.

79. The Long Form Notice also shall 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 prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. 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.

80. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application 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, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

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

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

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

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

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

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

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

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

82. Any Settlement Class Member who fails to comply with each and every requirement in the preceding paragraphs and any additional requirements set forth in the Long Form Notice or the Preliminary Approval Order shall waive and forfeit any and all rights to object to the Settlement, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to this Agreement shall be through the objection procedures set forth in this Section. Any challenge to this Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and

procedures set forth in this Agreement.

83. A Settlement Class Member who objects to the Settlement, but also submits an opt-out, will be deemed to have opted-out of the Settlement and the objection will be overruled for lack of standing.

VII. Claim Form Process and Disbursement of Cash Payments

84. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

85. 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.

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

87. 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. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

88. 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 Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

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

timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

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, the Settlement Administrator shall notify the Claimant

using the contact information provided in the Claim Form. Class Counsel and Defendant's 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.

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

93. No person or entity shall have any claim against Defendant, Defendant's 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.

94. The Settlement Administrator shall submit an invoice to Defendant for payment of all Valid Claims within 5 days of the Effective Date, or as soon as all Claim deficiencies are resolved via the process set forth herein, whichever is later. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 30 days of the invoice.

95. No later than 60 days after the Effective Date, or as soon as all Claim deficiencies are resolved via the process set forth herein, whichever is later, the Settlement Administrator shall distribute the Cash Payment Settlement Class Member Benefits.

96. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check based upon the payment selection made by each Settlement Class Members on

their Claim Form. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them.

97. 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 Settlement Class Member shall forfeit their entitlement right to the funds but shall remain bound by the terms of this Agreement. All remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient, to be approved by the Court. The Parties agree to propose Illinois Legal Aid Online as the *cy pres* recipient. *See* https://www.illinoislegalaid.org/.

VIII. Final Approval Order and Final Judgment

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

99. At or following the Final Approval Hearing, the Court will determine whether to

enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

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

b. Finally certify the Settlement Class for settlement purposes only;

c. 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 Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. Service Awards, Attorneys' Fees, and Costs

100. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to $2,500.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to the Settlement Administrator for onward remittance to an account designated by Class Counsel within 15 days of the Effective Date.

101. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of

attorneys' fees, inclusive of any costs incurred, of up to $190,000.00, to be paid by or on behalf of Defendant. Defendant's obligation to attorneys' fees is separate from its obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members, and shall be paid or cause to be paid within 15 days of the Effective Date by check(s) or wire transfer(s) to the Settlement Administrator, for onward remittance to Class Counsel.

102. This Settlement is not contingent on approval of the request for attorneys' fees and costs or 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. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

X. Releases

103. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Business and Professions Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

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, 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.

104. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

105. 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.

XI. Termination of Settlement

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

a. Court approval of the Settlement consideration and releases set forth herein;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any,

are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

108. Defendant shall have the right to terminate this Agreement if more than 5% of the Settlement Class opt out of the Settlement. Defendant shall notify Class Counsel of its intent to terminate this Settlement Agreement pursuant to this paragraph within 10 days after the Settlement Administrator provides a report to Class Counsel and Defendant's Counsel regarding the total number of opt-out requests received to date after the end of the Opt-Out Deadline.

109. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. 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*.

XII. Effect of Termination

110. 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, Defendant's, and Defendant's 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 addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

111. 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.

XIII. No Admission of Liability

112. 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. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has 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.

113. 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 investigated the facts and law relevant to the merits of the claims, conducted informal discovery,

and conducted an 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.

114. 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.

115. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by 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.

116. In addition to any other defenses Defendant 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.

XIV. Miscellaneous Provisions

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

118. ***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.

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

120. ***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.

121. ***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, except as provided for herein.

122. ***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.

123. ***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.

124. ***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 instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

125. ***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.

126. ***Notices***. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Gary M. Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

Kenneth J. Grunfeld
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
Tel: (954) 525-4100
grunfeld@kolawyers.com

If to Defendant or Defendant's Counsel:

Ashley L. Orler
CONSTANGY, BROOKS,
SMITH & PROHPETE LLP
20 N. Wacker Drive, Suite 4120
Chicago, IL 60606
Tel: (773)-661-4710
aorler@costangy.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.

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

128. ***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.

129. ***Authority***. Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

construed against the drafter of this Agreement.

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

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

CLASS REPRESENTATIVES

Ashley Fett (May 11, 2026 10:35:54 CDT)

Ashley Fett

Paul Mifsud

Paul Mifsud (May 8, 2026 13:04:13 CDT)

Paul Mifsud

CLASS COUNSEL

Gary M. Klinger
MILBERG, PLLC

Ken Grunfeld

Ken Grunfeld (May 8, 2026 15:32:11 EDT)

Kenneth J. Grunfeld
KOPELOWITZ OSTROW P.A.

DEFENDANT

_____

By: _____

Its: _____

COUNSEL FOR DEFENDANT

_____

Ashley L. Orler
CONSTANGY, BROOKS, SMITH & PROHPETE LLP

Docusign Envelope ID: 5316C46E-17ED-80B9-824C-97A7A9996D37

CLASS REPRESENTATIVES

Ashley Fett

Paul Mifsud

CLASS COUNSEL

Gary M. Klinger
MILBERG, PLLC

Kenneth J. Grunfeld
KOPELOWITZ OSTROW P.A.

DEFENDANT

Signed by:
Michael L. Halkias
FE928A6D126941E...

By: Michael L. Halkias

Its: Owner, President

COUNSEL FOR DEFENDANT

Ashley L. Orler
CONSTANGY, BROOKS, SMITH & PROHPETE LLP

EXHIBIT 1
(CLAIM FORM)

CLAIM FORM AND RELEASE

CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT, DUPAGE COUNTY, ILLINOIS
In re Naper Grove Data Breach Litigation
Case No. 2025-LA-000922

Naper Grove Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

XXX-XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All individuals whose Private Information may have been impacted by the Data Incident."

Excluded from the Settlement Class are: (1) Naper Grove and its officers, directors, and related companies; (2) governmental entities; and (3) the Judge in this case, and the Judge's family and staff.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Naper Grove Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members may enroll in **Credit Monitoring** and claim **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. Enrollment codes have been sent to all Settlement Class Members via either an emailed or mailed Postcard Notice. Visit www.[EnrollmentWebsite].com to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with $1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENT OPTIONS

Cash Payment A – Documented Losses. If you incurred actual, documented, and unreimbursed out-of-pocket losses caused by fraud and fairly traceable to the Data Incident, you can get back up to **$1,000.00**. The losses must have occurred between May 24, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses caused by identity theft or fraud like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

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

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time pro rata cash payment.

Naper Grove will establish a Settlement Fund of $50,000.00. The Settlement Fund will be used to pay all Settlement Class Members who make a Valid Claim for **Cash Payment B**. This amount shall be divided *pro rata*, equally, among all class members who make a Valid Claim.

Once an estimated amount for this payment is available, it will be provided on the Settlement Website.

You do not have to provide any proof or explanation to submit a Valid Claim for this payment.

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

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator Naper Grove Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

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

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

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

Claims must be received by [Claims Deadline].

If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $1,000.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III**.

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

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

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

III. CASH PAYMENT B – ALTERNATE CASH

☐ Check this box if you want to claim a one-time *pro rata* cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION II**.

IV. PAYMENT SELECTION

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

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

- -

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

- -

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

V. ATTESTATION AND SIGNATURE

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

Class Member Signature

MM DD YY

Please print or type your name on the line above.

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re Naper Grove Data Breach Litigation
Case No. 2025-LA-000922
Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025 NAPER GROVE VISION CARE, P.C., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

- A Settlement has been reached with Naper Grove Vision Care, P.C. ("Naper Grove" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on Naper Grove's computer systems that occurred in May 2025 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names combined with Social Security numbers, and any other type of non-public personally identifiable information.
- The lawsuit is called *In re Naper Grove Data Breach Litigation*, Case No. 2025-LA-000922. It is pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois (the "Litigation").
- Naper Grove denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Naper Grove's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Naper Grove.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

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

WHAT THIS NOTICE CONTAINS

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

Basic Information

1. Why was this Notice issued?

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

The lawsuit is called *In re Naper Grove Data Breach Litigation*, Case No. 2025-LA-000922. It is pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Naper Grove Vision Care, P.C., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the May 2025 targeted cyberattack on Naper Grove's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names combined with Social Security numbers, and any other type of non-public personally identifiable information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Ashley Fett and Paul Mifsud. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All individuals whose Private Information may have been impacted by the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may enroll in **Credit Monitoring** and claim **one** of two **Cash Payment** options. The benefits are explained in more detail below.

CREDIT MONITORING. All Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. Enrollment codes have been sent to all Settlement Class Members via either an emailed or mailed Postcard Notice. Visit www.[EnrollmentWebsite].com to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with $1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENT OPTIONS

Cash Payment A – Documented Losses. If you incurred actual, documented, and unreimbursed out-of-pocket losses caused by fraud and fairly traceable to the Data Incident, you can get back up to **$1,000.00**. The losses must have occurred between May 24, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses caused by identity theft or fraud like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

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

Cash Payment B – Alternate Cash. Instead of *Cash Payment A*, you may claim a one-time pro rata cash payment.

Naper Grove will establish a Settlement Fund of $50,000.00. The Settlement Fund will be used to pay all Settlement Class Members who make a Valid Claim for **Cash Payment B**. This amount shall be divided *pro rata*, equally, among all class members who make a Valid Claim.

Once an estimated amount for this payment is available, it will be provided on the Settlement Website.

You do not have to provide any proof or explanation to submit a Valid Claim for this payment.

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

Naper Grove Data Incident Settlement

c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Gary M. Klinger and Kenneth J. Grunfeld, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $190,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Naper Grove.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Award payments will also be paid by Naper Grove.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

(1) the name of the Litigation: *In re Naper Grove Data Breach Litigation*, Case No. 2025-LA-000922, pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois;

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

(3) personal signature; and

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

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

(1) the name of the Litigation: *In re Naper Grove Data Breach Litigation*, Case No. 2025-LA-000922, pending in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois;

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

(3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

(4) 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;

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

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

(7) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

(9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

(10) your signature (if you have hired your own lawyer, their signature is not sufficient).

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

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

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

Class Counsel	Counsel for Defendants
Gary M. Klinger **MILBERG, PLLC** 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Kenneth J. Grunfeld **KOPELOWITZ OSTROW P.A.** 1 West Las Olas Boulevard, Suite 500 Fort Lauderdale, FL 33301	Ashley L. Orler **CONSTANGY, BROOKS, SMITH & PROHPETE LLP** 20 N. Wacker Drive, Suite 4120 Chicago, IL 60606

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Central Time**, in Room [Court Room] of the Circuit Court of Dupage County, Illinois, at [Court Address].

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

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

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

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

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

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

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

EXHIBIT 3
(POSTCARD NOTICE)

Why am I receiving this notice? A Settlement has been reached with Naper Grove Vision Care, P.C. ("Naper Grove") in a class action lawsuit. The case is about the May 2025 cyberattack on Naper Grove's computers (the "Data Incident"). Files containing private information were accessed. Naper Grove denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All Individuals whose Private Information may have been impacted by the Data Incident."

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

What are the Settlement benefits? You can claim one year of **Credit Monitoring**.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Visit www.[EnrollmentWebsite].com to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

Additional Benefits:

Cash Payment A: If you have documented, unreimbursed losses caused by fraud and fairly traceable to the Data Incident you can get back up to **$1,000**.

Cash Payment B: *Instead of Cash Payment A,* you can get a one-time *pro rata* cash payment.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Naper Grove for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $190,000, and $2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

2D bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

Naper Grove Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

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

In re Naper Grove Data Breach Litigation
Case No. 2025-LA-000922

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MAY 2025 NAPER GROVE VISION CARE, P.C., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

Acourt has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class Mail
US Postage Paid
Permit #__

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

Naper Grove Data Incident Settlement

《FirstName》 《LastName》
《Address1》 《Address2》
《City》, 《State》 《Zip》

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than [Claims Deadline].

Only one Claim Form per Class Member.

LoginID: 《ClaimLoginID》
PIN: 《ClaimLoginPIN》

INSTRUCTIONS: Use this card to submit your claim for Cash Payment B–Alternate Cash.

To claim payments for documented losses, visit the settlement website at ww.[SettlementWebsite].com. To request a full paper Claim Form, call (XXX) XXX-XXXX.

☐ Check this box to claim a one-time pro rata cash payment from Cash Payment B–Alternate Cash.

How would you like to be paid:

Check one: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please PRINT your email address below:

2D bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

IN RE: NAPER GROVE DATA BREACH LITIGATION	**Case No. 2025LA000922**

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY

The Parties[1] to the above-captioned action have agreed to a settlement, the terms and conditions of which are set forth in a Settlement Agreement, a copy of which is attached to the Motion for Preliminary Approval as Exhibit A. The Parties reached the Settlement through arm's-length negotiations after conducting appropriate discovery into the claims, defenses, and damages at issue. Under the Settlement, subject to the terms and conditions therein, and upon the Court's Final Approval, Plaintiffs and the proposed Settlement Class will fully, finally, and forever resolve, discharge, and release their claims in exchange for the benefits outlined in the Settlement Agreement.

Plaintiffs filed a Motion for Preliminary Approval of the Class Action Settlement on _____, 2026. Upon considering the Motion for Preliminary Approval and exhibits thereto, the Settlement Agreement, the record in these proceedings, the representations and recommendations of Class Counsel, and the requirements of law, the Court finds: (1) the Parties have provided the Court with information sufficient to enable it to determine that Notice should be given to the Settlement Class; (2) the proposed Settlement Class meets the requirements of 735 ILCS 5/2-801

[1] All capitalized terms used herein shall have the same meanings as those defined in Section II of the Settlement Agreement filed in this Action.

for settlement and should be certified for settlement purposes only; (3) the persons and entities identified below have adequately represented the proposed Settlement Class and should be appointed as Class Representatives and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice Program and proposed forms of Notice satisfy Illinois law and Due Process requirements, and are reasonably calculated to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, the Application for Attorneys' Fees, Costs, and Service Awards, and their rights to opt-out of the Settlement or object to the Settlement; (7) the Claim Process set forth in the Agreement should be preliminarily approved; (8) good cause exists to schedule and conduct a Final Approval Hearing to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order and Final Judgment, and whether to grant Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards; and (9) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

Provisional Certification and Appointment of Class Representatives and Class Counsel

1. The Court finds, for settlement purposes only, that the factors set forth in 735 ILCS 5/2-801 are present and that certification of the proposed Settlement Class for settlement purposes only is appropriate under Section 2-801. The Court therefore provisionally certifies the following Settlement Class for settlement purposes only:

> the Class List and includes all individuals whose Private Information may have been impacted by the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of

Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

2. Specifically, the Court finds, for settlement purposes only, that the Settlement Class satisfies the following factors of Section 2-801:

i. Numerosity: In the Action, approximately 20,093 individuals are members of the proposed Settlement Class. Their joinder is impracticable. Thus, the numerosity requirement is met for settlement purposes only.

ii. Commonality and Predominance: Courts analyze commonality and predominance under Section 2-801 by identifying the substantive issues that will control the outcome of the case. *Cruz v. Unilock Chicago*, 383 Ill. App. 3d 752, 773 (Ill.App. 2d Dist. 2008). Commonality and predominance are satisfied here for settlement purposes only. The common controlling substantive issues include whether Defendant had unreasonable data security practices that led to the Data Incident and whether Plaintiffs' and Settlement Class Members' data was exposed as a result of the Data Incident. Resolution of these common questions would require evaluation of the merits under a single objective standard. Therefore, the commonality and predominance requirements are met for settlement purposes only.

iii. Typicality: The Plaintiffs' claims are typical of the Settlement Class for Settlement only because they concern the same Data Incident, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Typicality is therefore satisfied.

iv. Adequacy: When evaluating adequacy, Illinois courts look to whether the named plaintiff has the same interests as those of the class and whether they will fairly represent them. *CE Design Ltd. v. C & T Pizza, Inc*., 32 N.E.3d 150, 156 (Ill.App. 1 Dist. 2015). Adequacy is satisfied here for settlement purposes only because there are no conflicts of interest between the

Plaintiffs and the Settlement Class, and Plaintiffs have retained competent counsel to represent them and the Settlement Class. Class Counsel regularly handle data breach litigation similar to the present Action and have dedicated substantial resources to the prosecution of the Action. Moreover, Plaintiffs and Class Counsel have competently represented the interests of the Settlement Class in the Action.

v. A Class Action Is the Appropriate Method for Fair and Efficient Adjudication of This Controversy: A class action is the most appropriate method for the fair and efficient adjudication of this controversy, rather than bringing individual suits which could result in inconsistent determinations and unjust results. Resolution of the common issues for thousands of members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues.

3. Plaintiffs Ashley Fett and Paul Mifsud are designated as Class Representatives.

4. The following attorneys and firms are appointed as Class Counsel for settlement purposes only: Gary M. Klinger of Milberg PLLC and Kenneth J. Grunfeld of Kopelowitz Ostrow, P.A.

Preliminary Approval of the Settlement

5. The Court preliminarily approves the proposed Settlement because it is fair, reasonable, and in the best interest of the Settlement Class. Under Section 2-806 of the Illinois Code of Civil Procedure, class claims may be settled only with court approval. 735 ILCS 5/2-806. At the preliminary approval stage, the Court's task is merely to determine whether the proposed Settlement is within the range of possible approval.

6. The Court preliminarily approves the Settlement as fair, reasonable and in the best interest of the Settlement Class. The Court finds that it has information sufficient to determine that

Notice should be given to the Settlement Class. The information provided indicates that the Class Representatives and Class Counsel have adequately represented the Settlement Class, and that the Settlement reached is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further preliminarily finds that the Settlement is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of Preliminary Approval; and (b) it is appropriate to effectuate Notice to the Settlement Class, as set forth below and in the Settlement Agreement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval of the Settlement and enter a Final Approval Order and Final Judgment.

7. Subject to Final Approval of the proposed Settlement, and subject to the provision of the Notice required by this Preliminary Approval Order, the Court approves the provisions of the Agreement making the Settlement and its Releases binding on all Settlement Class Members, whether or not they receive actual notice of the Action or the Settlement so long as the Notice Program is effectuated pursuant to the terms of the Agreement.

Approval of Notice, Notice Program, Claim Form, and Direction to Effectuate Notice

8. The Court approves the form and content of the Notice to be provided to the Settlement Class, substantially in the forms attached to the Settlement Agreement as *Exhibits 2–3*. Class Counsel and Defendant's Counsel may make immaterial necessary changes to the forms without seeking approval of the Court. The Court further finds the Notice Program is the best practicable under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, their rights to opt-out of the Settlement or object to the Settlement, and the Application for Attorneys' Fees, Costs, and Service Awards. The Notice Program will provide sufficient notice to all persons entitled to

notice. The Notice Program satisfies all applicable requirements of law, including, but not limited to, Section 2-803 and the constitutional requirement of Due Process.

9. The Court further approves the Claim Process and Claim Form, attached to the Agreement as *Exhibit 1*.

10. The Court approves the appointment of Simpluris as the Settlement Administrator.

11. The Settlement Administrator shall implement the Notice Program as set forth in the Agreement, including using the forms of Postcard Notice and Long Form Notice that are approved by this Preliminary Approval Order.

Final Approval Hearing, Opt-Outs, Objections, and Claim Process

12. A Final Approval Hearing shall be held before the Court on _____, at ____ a.m./p.m. to determine, among other things: (a) whether the Settlement should be granted Final Approval as fair, reasonable, and in the best interest of the Settlement Class; (b) whether Settlement Class Members should be bound by the Releases set forth in the Agreement; (c) whether the Settlement Class should be finally certified; (d) the amount of the Service Awards for Plaintiffs, if any; and (e) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any. The Final Approval Hearing may be adjourned or continued by the Court without the provision of additional Notice other than updating the Settlement Website. Further, the Final Approval Hearing may be held virtually, in which case instructions for such virtual hearing shall be posted on the Settlement Website.

13. The Court approves the opt-out, objection, and Claim Process, including claims procedures and requirements, as set forth in the Agreement.

Motion for Final Approval

14. Plaintiffs shall file their Motion for Final Approval and Application for Attorneys'

Fees and Costs and Service Awards, along with a proposed Final Approval Order and Final Judgment as an attachment, no later than 45 days prior to the initial date set for the initial Final Approval Hearing.

Stay/Bar of Other Proceedings

15. All proceedings in the Action are hereby stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be granted Final Approval. Plaintiffs, all Settlement Class members, and persons purporting to act on their behalf, are enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims.

16. Based on the foregoing, the Court sets the following schedule:

Deadline to Begin Notice Program	25 days after entry of the Preliminary Approval Order
Deadline to file Motion for Final Approval	45 days before the initial date set for the Final Approval Hearing
Deadline to Opt-Out of the Settlement	30 days before the initial date set for the Final Approval Hearing
Deadline to make Objections	30 days before the initial date set for the Final Approval Hearing
Deadline to submit a Claim	30 days before the initial date set for the Final Approval Hearing
Final Approval Hearing	To date place on _____, 2026 at _____ am / pm

DONE AND ORDERED in _____, Illinois, this _____ day of _____, 2026.

_____

Honorable _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Naper Grove Vision Care Settlement Resolves Class Action Lawsuit Over May 2025 Data Breach

---