

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Plaintiffs Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty, individually and on behalf of Settlement Class Members (as defined in Paragraph 38) (together “Plaintiffs”), and Illinois Bone and Joint Institute, LLC (“Defendant” or “ILBJ”) (collectively the “Parties”), in the action *Redman, et al. v. Illinois Bone and Joint Institute LLC*, Case No. 2024-CH-08333, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division (the “Action”).

RECITALS

WHEREAS, Plaintiff Guy Redman filed a Complaint against Defendant in the Circuit Court of Cook County, Illinois, County Department, Chancery Division relating to a Data Incident affecting Defendant, which Defendant discovered on or around July 4, 2024, and asserted claims for negligence, breach of implied contract, unjust enrichment, invasion of privacy, and a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act;

WHEREAS, Plaintiffs Wasserman, Ablin, Kogen, Kiefel, Schultz, Fischer, and Ajani filed their respective complaints shortly thereafter;

WHEREAS, on October 3, 2024, Plaintiffs filed a Motion to Consolidate their respective complaints into the first filed complaint, *Redman v. Illinois Bone and Joint Institute, LLC*, No. 2024CH08333, which was granted by the Court;

WHEREAS, on January 24, 2025, Plaintiffs filed their Consolidated Class Action Complaint;

WHEREAS, on March 14, 2025, Defendant filed its Motion to Dismiss Plaintiffs’ Consolidated Class Action Complaint. Plaintiffs filed their Opposition to Defendant’s Motion on May 8, 2025, and Defendant filed a reply on June 5, 2025;

WHEREAS, on July 14, 2025, Plaintiffs filed a Notice of Supplemental Authority in Further Support of their Opposition to Defendant’s Motion to Dismiss;

WHEREAS, on July 30, 2025, the Parties filed a Motion to Stay Proceedings Pending Mediation. The Court approved the stay on August 14, 2025;

WHEREAS, on October 20, 2025, the Parties attended a mediation with Hon. Christopher E. Lawler (Ret.) of ADR Systems. Though the Parties did not reach a settlement at mediation, they continued their arm’s-length negotiations and the Parties later reached a settlement in principle;

WHEREAS, the Parties proceeded to negotiate and draft a full Settlement Agreement and exhibits, obtain bids for and retain a class action settlement administrator to conduct notice and claims administration, and Plaintiffs intend to file a motion for preliminary approval of the class

settlement in the action pending in the Circuit Court of Cook County Illinois County Department, Chancery Division;

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

WHEREAS, following extensive arm's length settlement negotiations, a mediation session, and the exchange of informal discovery, the Parties reached an agreement of the essential terms of settlement.

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

I. DEFINITIONS

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

1. "Action" means the class action lawsuit captioned *Redman, et al. v. Illinois Bone and Joint Institute LLC*, Case No. 2024-CH-08333, pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

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

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

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

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

6. "Class Counsel" means Ben Barnow of Barnow and Associates P.C., Raina C. Borrelli of Strauss Borrelli PLLC, and Gary M. Klinger of Milberg PLLC.

7. "Class Representatives" means Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty.

8. “Court” means the Circuit Court of Cook County, Illinois, County Department, Chancery Division.

9. “Data Incident” means the data security incident affecting ILBJ which ILBJ discovered in or around July 4, 2024.

10. “Defendant’s Counsel” means Mark Olthoff and Dmitry Shifrin of Polsinelli PC.

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

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

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

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

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

16. “Medical Monitoring Services” means two years of Kroll Medical Monitoring. These services include three-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features.

17. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses,

(iii) Service Awards Payments approved by the Court, and (iv) Fee Award, Costs, and Expenses approved by the Court.

18. “Non-Profit Residual Recipient” means the Chicago Bar Foundation (50%), Cancer Wellness Center (12.5%), La Casa Norte (12.5%), Hydrocephalus Association (12.5%), BEDS Plus (12.5%), or a non-profit organization(s) otherwise approved by the Court.

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

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

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

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

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

24. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 51.

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

26. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Illinois Rule of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

27. “Pro Rata Cash Payment” or “Cash Payment” means a pro rata cash payment from the Net Settlement Fund, estimated at \$50, with the final payment amounts depending on the number of valid claims submitted, which a Settlement Class Member may claim under this Settlement Agreement, as set forth in Paragraphs 49-52.

28. “Released Claims” means any and all past, present, and/or future claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, defenses, and remedies of every kind or description in law or in equity, fixed or contingent, accrued or unaccrued, including but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; all Illinois consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of implied contract; breach of fiduciary duty; invasion of privacy; unjust enrichment; and failure to provide adequate notice pursuant to any breach notification statute or common law duty, as well as monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages, as well as any and all claims for treble damages, penalties, or interest—whether known or unknown (including Unknown Claims as set forth in Paragraph 81), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the complaint and the amendments thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Personal Information in the Data Incident, Defendant’s provision of notice to Settlement Class Members following the Data Incident, Defendant’s information security policies and practices as they relate to or arise from the Data Incident, or Defendant’s maintenance or storage of Personal Information as they relate to or arise from the Data Incident, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

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

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

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

32. “Residual Settlement Fund” means any funds that remain in the Settlement Fund after Settlement Payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired. The Residual Funds will be sent to the Non-Profit Residual Recipient.

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

34. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

35. “Settlement Administrator” means Kroll Settlement Administration, LLC, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

36. “Settlement Class” means the approximately 568,000 persons who are identified on the Settlement Class List. Specifically, they are all individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ILBJ on or about July 4, 2024, including all those individuals who received notice of the Data Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

37. “Settlement Class List” means the list generated by Defendant containing the full names and current or last known home addresses (if available) and email addresses (if available)

for Settlement Class Members, which Defendant shall provide to the Settlement Administrator within 5 days of the Preliminary Approval Order.

38. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

39. “Settlement Fund” means the sum of Four Million Dollars and Zero Cents (\$4,000,000.00) to be paid by or on behalf of Defendant as specified in Paragraph 43, including any interest accrued thereon after payment. This payment is the limit and extent of the monetary obligations of Defendant, its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, officials, directors, employees, *locum tenens*, executive committee members, members, managers, stockholders, partners, servants, principals, agents, advisors, administrators, trustees, fiduciaries, consultants, service providers, successors, attorneys, accountants, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, with respect to this Agreement and the settlement of this matter. As such, the Settlement Fund represents the total extent of Defendant’s monetary obligations under the Settlement Agreement. Defendant’s contribution to the Settlement Fund shall be fixed and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

40. “Settlement Payment” or “Settlement Check” means the payment(s) to be made via mailed check or electronic payment to a Settlement Class Member pursuant to Paragraphs 56 and 64.

41. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ motion for an award of attorneys’ fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

42. “Taxes and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

43. **Establishment of Settlement Fund.** Defendant agrees to make a payment, and deposit that payment into, the Settlement Fund as follows: (a) Within twenty-one (21) days of the Court granting preliminary approval of this Settlement, Defendant shall pay, from the total settlement amount, to the Settlement Administrator an amount estimated by the Settlement Administrator (said amount being part of and not in addition to the Settlement Fund) to defray the actual expenses of notice to Settlement Class Members; (b) not more than twenty-eight (28) days after the Effective Date, Defendant shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed Four Million Dollars and Zero Cents (\$4,000,000.00). To the extent this Settlement is not finally approved, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator in connection with administration of the Settlement. The Settlement Administrator shall provide wiring or other payment instructions and a properly completed and duly executed IRS Form W-9 to Defendant within ten (10) days of the entry of the Preliminary Approval Order. Following Defendant's payment of all Settlement Fund monies as described in this Paragraph after Final Approval, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

44. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 78.

45. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

46. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance

returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 78.

47. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay: (i) all costs of Settlement Administration including Taxes and Tax-Related Expenses; (ii) approved Out-of-Pocket Loss Claims; (iii) approved Pro Rata Cash Payments; (iv) approved claims for Medical Monitoring; (v) Service Awards; and (vi) Fee Award, Costs, and Expenses. Any amount remaining in the Residual Settlement Fund shall be paid to the Non-Profit Residual Recipient in accordance with Paragraph 64. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

48. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. Settlement Benefits

a. Pro Rata Cash Payment

49. **Pro Rata Cash Payment.** All Settlement Class Members may submit a claim for a Pro Rata Cash Payment from the Net Settlement Fund, estimated at \$50, with the final payment amounts adjusted up or down depending on the number of claims submitted, by submitting a Claim Form to the Settlement Administrator no later than the Claims Deadline. The Pro Rata Cash Payment will be calculated in accordance with Paragraph 63 below and may be increased or decreased based on the number of valid claims submitted for this settlement benefit.

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

b. Reimbursement For Out-Of-Pocket Losses

51. **Reimbursement for Out-of-Pocket Losses.** In addition to the Pro Rata Cash Payment, all Settlement Class Members may submit a claim for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for up to Five Thousand Dollars and Zero Cents

(\$5,000.00) for reimbursement of Out-of-Pocket Losses. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after May 30, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation. Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for a Pro Rata Cash Payment and Medical Monitoring but in no circumstance will a Settlement Class Member be eligible to receive more than the Five Thousand Dollars and Zero Cents (\$5,000.00) cap.

52. **Assessing Claims for Out-of-Pocket Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid Out-of-Pocket Losses actually incurred that are fairly traceable to the Data Incident, but may consult with Class Counsel and Defendant’s Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Parties agree to instruct the Settlement Administrator to consider (i) whether the timing of the loss occurred on or after May 30, 2024; and/or (ii) whether the Personal Information used to commit identity theft or fraud consisted of the same type of Personal Information that was potentially impacted as a result of the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. Settlement Class Members that file a Claim for Out-of-Pocket Losses only and not for a Pro Rata Cash Payment and have their Out-of-Pocket Losses Claim rejected may be treated by the Settlement Administrator as if he or she elected a Pro Rata Cash Payment.

53. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member

attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. If a deficient claim remains deficient after this process, it will be honored as a valid Pro Rata Cash Payment claim as long as the claim is otherwise valid and was submitted by a Settlement Class Member. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

c. Medical Monitoring

54. All Settlement Class Members are eligible to enroll in 2 years of Kroll Medical Monitoring. The Settlement Administrator shall send an activation code to each valid Medical Monitoring Services claimant following the Effective Date that can be used to activate Medical Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Medical Monitoring Services to all valid claimants who timely activate those services for a period of 2 years from the date of activation. Medical Monitoring expenses, the administration of which will be undertaken by the Settlement Administrator and overseen by Class Counsel, will be paid for from the Settlement Fund.

d. Additional Security Measures

55. Defendant has confirmed that it has made certain changes to its information security. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund.

IV. PAYMENTS TO SETTLEMENT CLASS MEMBERS

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

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

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

and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

59. **Uncashed Checks.** To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

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

V. **CLAIMS; DISTRIBUTION OF SETTLEMENT FUNDS; RESIDUAL SETTLEMENT FUND**

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

62. **Order of Distribution of Funds.** The Settlement Administrator must first use the funds available in the Settlement Fund (after payment of Notice and Administrative Expenses and Taxes and Tax-Related Expenses) to make payments for Service Awards, followed by Fee Award, Costs, and Expenses, followed by Approved Claims for Out-of-Pocket Losses, followed by Approved Claims for Medical Monitoring, followed by Approved Claims for Pro Rata Cash Payments.

63. **Pro-Rata Contingencies.**

a. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Losses, then the value of the payments for Approved Claims for Out-of-Pocket Losses shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for Pro Rata Cash Payments.

b. In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Medical Monitoring Services, then the duration of the Medical Monitoring Services shall be reduced to 1 year.

c. In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Medical Monitoring Services are not sufficient to make payment for the full amount of the Approved Claims for Pro Rata Cash Payments (*i.e.*, Fifty Dollars and Zero Cents [\$50.00] per Approved Claim), then the value of the Approved Claims for Pro Rata Cash Payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims does not exceed the Net Settlement Fund. The Pro Rata Cash Payment amount may also be increased based on the amount of the Net Settlement Fund and the number of valid claims submitted. To ensure that the maximum amount of the Net Settlement Fund is distributed, following the payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Medical Monitoring Services, the amount remaining in the Net Settlement Fund shall be divided by the number of Settlement Class Members who submit Approved Claims for Pro Rata Cash Payments and allocated on a *pro rata* basis to all Settlement Class Members who submitted Approved Claims for Pro Rata Cash Payments.

d. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator upon notice to Class Counsel and Defendant's Counsel.

64. **Subsequent Distribution and Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement Payments to the Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, a subsequent payment shall be made evenly to all Settlement Class Members who claimed a Pro Rata Cash Payment and cashed or deposited their initial Pro Rata Cash Payment they received, provided that the average payment amount is equal to or greater than \$3.00. The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Residual Settlement Fund, if any, shall be distributed to the Non-Profit Residual Recipient.

VI. SETTLEMENT CLASS NOTICE

65. **Timing of Notice.** Within five (5) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to the members of the Settlement Class. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

66. **Form of Notice.** Notice shall be disseminated via U.S. mail to Settlement Class Members as postcard notice with an attached, tear-off Claim Form. Reminder notice shall be sent if necessary and agreed upon by both Class Counsel and Defendant's Counsel.

VII. OPT-OUTS AND OBJECTIONS

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

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

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

VIII. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail;

- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within two (2) business days;
- g. Responding to any mailed or emailed Settlement Class Member inquiries within two (2) business days
- h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- j. After the Effective Date, processing and transmitting settlement payments to Settlement Class Members;
- k. Providing weekly or other periodic reports to Class Counsel and Defendant's Counsel that include information regarding the number of settlement electronic payments and/or checks mailed and delivered, electronic payments and/or settlement checks cashed, undeliverable information, and any other requested information relating to settlement payments. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- m. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that settlement payments have been distributed.

71. **Limitation of Liability.** The Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers, reinsurers, agents and/or third-party administrators, shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the

determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

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

IX. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

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

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

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

If and when the Settlement becomes Final, the claims against ILBJ in the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement. For avoidance of doubt, all claims and the litigation in all other pending litigation in state court arising out of the Data Incident shall also be dismissed and deemed dismissed, including: *Guy Redman, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CH08333 (Circuit Court of Cook County, Illinois); *Gerard Ablin, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CH08623 (Circuit Court of Cook County, Illinois); *Marianne Ajani, et al. v. Illinois Bone & Joint Institute,*

LLC, Case No. 2024CH09194 (Circuit Court of Cook County, Illinois); *Jeff Fischer, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CH09143 (Circuit Court of Cook County, Illinois); *Gary Kiefel, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CH08918 (Circuit Court of Cook County, Illinois); *Linda Kogen, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CH08913 (Circuit Court of Cook County, Illinois); *David Schultz, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CH08955 (Circuit Court of Cook County, Illinois); *Bryan Wasserman, et al. v. Illinois Bone & Joint Institute, LLC*, Case No. 2024CV08524 (Circuit Court of Cook County, Illinois).

76. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

X. MODIFICATION AND TERMINATION

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

78. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Judgment in any material respect, or (b) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for termination of the Settlement.

79. **Effect of Termination.** In the event of a termination as provided in Paragraph 78, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Agreement shall have no further

force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XI. RELEASES

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

81. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (and similar laws including Montana Code Ann. § 28-1-1602, North Dakota Cent. Code § 9-13-02, and South Dakota Codified Laws § 20-7-11), which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and any Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released

Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. Each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a payment from the Settlement.

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

XII. SERVICE AWARDS

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

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

XIII. ATTORNEYS' FEES, COSTS, EXPENSES

85. **Attorneys' Fees and Costs and Expenses.** At least thirty (30) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees not to exceed 35% of the Settlement Fund, or One Million Four Hundred Thousand Dollars (\$1,400,000.00), plus reasonable litigation costs and expenses, to be paid from the Settlement Fund, and subject to Court approval. The Fee Award, Costs, and Expenses shall be paid by the Settlement Administrator from the Settlement Fund, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

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

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

XIV. NO ADMISSION OF LIABILITY

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

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

XV. MISCELLANEOUS

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

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

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

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

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

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

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

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

98. **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.

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

100. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

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

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

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611

Tel: (872) 263-1100
raina@straussborrelli.com

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

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

Dmitry Shifrin
POLSINELLI PC
150 N Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910
dshifrin@polsinelli.com

Mark Olthoff
POLSINELLI PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Telephone: (816) 753-1000
Facsimile: (816) 753-1536
molthoff@polsinelli.com

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

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

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By:  _____

Date: 01 / 08 / 2026

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: _____

Date: _____

DAVID SCHULTZ

By: _____

Date: _____

JEFF FISCHER

By: _____

Date: _____

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By:  _____
(2026 21:44:10 CST)

Date: Jan 8, 2026

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: _____

Date: _____

DAVID SCHULTZ

By: _____

Date: _____

JEFF FISCHER

By: _____

Date: _____

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By:  _____

Date: 1/16/2026

GARY KIEFEL

By: _____

Date: _____

DAVID SCHULTZ

By: _____

Date: _____

JEFF FISCHER

By: _____

Date: _____

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: *Gary Kiefel*
Gary Kiefel (Jan 13, 2026 08:04:58 CST)

Date: 13/01/2026

DAVID SCHULTZ

By: _____

Date: _____

JEFF FISCHER

By: _____

Date: _____

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: _____

Date: _____

DAVID SCHULTZ

By: *David Schultz*
David Schultz (Jan 8, 2026 11:57:18 CST)

Date: Jan 8, 2026

JEFF FISCHER

By: _____

Date: _____

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: _____


Date: _____

DAVID SCHULTZ

By: _____

Date: _____

JEFF FISCHER

By:  _____
Jeffrey Fischer (Jan 8, 2026 18:14:49 EST)

Date: Jan 8, 2026

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: _____

Date: _____

DAVID SCHULTZ

By: _____

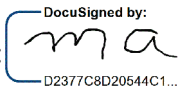
Date: _____

JEFF FISCHER

By: _____

Date: _____

MARIANNE AJANI

By:  _____
D2377C8D20544C1...

Date: 1/19/2026 | 3:41 PM PST

BRIAN HOLOVATY

By: _____

Date: _____

SIGNATURES

GUY REDMAN

By: _____

Date: _____

BRYAN WASSERMAN

By: _____

Date: _____

GERARD ABLIN

By: _____

Date: _____

LINDA KOGEN

By: _____

Date: _____

GARY KIEFEL

By: _____

Date: _____

DAVID SCHULTZ

By: _____

Date: _____

JEFF FISCHER

By: _____

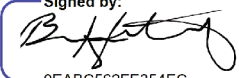
Date: _____

MARIANNE AJANI

By: _____

Date: _____

BRIAN HOLOVATY

By:  _____
0EABC562FE354EC...

Date: 1/13/2026

BARNOW AND ASSOCIATES, P.C.

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

By: Ben Barnow
Ben Barnow

Date: 01 / 13 / 2026

STRAUSS BORRELLI PLLC

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

By: Raina Borrelli
Raina C. Borrelli

Date: 1/16/2026

MILBERG PLLC

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

By: Gary M. Klinger
Gary M. Klinger

Date: 01 / 16 / 2026

ILLINOIS BONE AND JOINT INSTITUTE LLC

By: Christopher Kantas

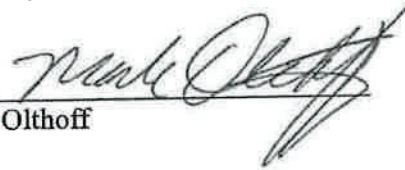
Date: 1/14/2026

Name: Christopher Kantas

Title: General Counsel

POLSINELLI PC

Counsel for Defendant (as to form only)

By: 
Mark Olthoff

Date: 1-13-2026

— EXHIBIT 1 —

Redman, et al. v. Illinois Bone and Joint Institute LLC
c/o Kroll Settlement Administration LLC
PO Box XXXXX
New York, NY 10150-XXXX

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

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

If you received this Notice, you have been identified as someone eligible for benefits from a class action settlement regarding a data incident.

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

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

<<Country>>

A Settlement has been reached with Illinois Bone and Joint Institute, LLC (“Defendant”), in a class action lawsuit about a data security incident affecting Defendant that was discovered on or around July 4, 2024 and may have resulted in unauthorized access to people’s Personal Information (“Data Incident”). Defendant denies all of Plaintiffs’ claims and maintains that they did not do anything wrong.

Am I included? You are receiving this Notice because Defendants’ records identify you are included in the Settlement Class. The Settlement Class consists of all individuals residing in the United States who received a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ILBJ in July 2024, including all those individuals who received notice of the Data Incident.

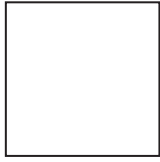
What does the Settlement provide? If approved by the Court, Defendant will create a \$4,000,000 Settlement Fund to resolve the Settlement. Settlement Class Members may elect to receive an estimated \$50 Pro Rata Cash Payment, up to \$5,000 in Reimbursement of Out-Of-Pocket Losses, and two years of Medical Monitoring Services.

How do I get the Settlement benefits? You may mail the attached claim form to receive a Pro Rata Cash Payment and Medical Monitoring, file a Claim Form online at [www.\[website\].com](http://www.[website].com), or print a Claim Form from the Settlement Website and mail it to the address on the form by **Month XX, 202X**.

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

The Court’s Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, attorney fees (up to \$1,400,000) plus reimbursement of reasonable costs and expenses, and \$2,000 Service Award Payments to each Class Representative. If approved, these amounts will be paid from the Settlement Fund(s) before making payments to Settlement Class Members who submit Approved Claims. You or your lawyer may attend the hearing at your own expense.

Want more information? Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (xxx) xxx-xxxx for more information.



Redman, et al. v. Illinois Bone and Joint Institute LLC
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

<<Barcode>>
Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

CLAIM FORM

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

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

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

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

Medical Monitoring: I want to receive two years of Medical Monitoring. **Yes**

Pro Rata Cash Payment: I want an estimated **\$50 pro rata** cash payment. **Yes**

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

Signature: _____ Dated: _____/_____/_____

— EXHIBIT 2 —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of Cook County Illinois Court Department, Chancery Division
Redman, et al. v. Illinois Bone and Joint Institute LLC, Case No. 2024-CH-08333

Were you notified that your Personal Information may have been compromised in a Data Incident that Illinois Bone and Joint Institute, LLC discovered in or around July 4, 2024? A proposed class action settlement may affect your rights.

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

- A Settlement has been reached with Illinois Bone and Joint Institute, LLC, (“ILBJ” or “Defendant”), in a class action lawsuit about a data security incident affecting ILBJ that was discovered on or around July 4, 2024 and may have resulted in unauthorized access to people’s Personal Information, (the “Data Incident”).
- You are included in this Settlement as a Settlement Class Member if you received a Breach Notice from the Defendant notifying you that your Personal Information (i.e. information that identifies an individual or that in combination with other information can be used to identify, locate, or contact an individual) was potentially compromised in the Data Incident and/or Notice from the Settlement Administrator identifying you as a Settlement Class Member.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive cash and other benefits from this Settlement is by submitting a timely and valid Claim. You can submit your Claim Form online at www.[website].com or mail it to the Settlement Administrator. You may also call the Settlement Administrator to receive a paper copy of the Claim Form.	Month, __, 202X
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt-out, you will not be able to receive any benefits and you will be bound by the terms of the Settlement Agreement.	Month, __, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a Claim for Settlement Class Member Benefits.	Month, __, 202X
DO NOTHING	If you do nothing, you will not receive any benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the 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

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this Action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is captioned *Redman, et al. v. Illinois Bone and Joint Institute LLC*, Case No. 2024-CH-08333 and is pending in the Circuit Court of Cook County Illinois Court Department, Chancery Division. The people who filed this Action are called the Plaintiffs and the company they sued, Illinois Bone and Joint Institute, LLC, is called the Defendant.

2. What is this Action about?

This Action alleges that Personal Information (i.e. information that identifies an individual or that can be combined with other information to identify, locate, or contact an individual) was compromised in the Data Incident that Illinois Bone and Joint Institute LLC discovered on or around July 4, 2024.

Defendant denies all of Plaintiffs' claims and maintain that it did not do anything wrong.

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 who sue are known as "Class Representatives" or "Plaintiffs." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Class Representatives are Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a payment and other benefits. Plaintiffs and their attorneys, who also represent Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals residing in the United States who received a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ILBJ in July 2024, including all those individuals who received notice of the Data Incident. The Settlement Class consists of approximately 568,000 individuals.

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

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

THE SETTLEMENT CLASS MEMBER BENEFITS

7. What can I get from this Settlement?

If approved by the Court, Defendant will pay \$4,000,000 in a Settlement Fund to resolve the Settlement. Settlement Class Members may elect to receive one or more of the following benefits:

- (1) **Pro Rata Cash Payment:** An estimated \$50 cash payment, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims received;
- (2) **Reimbursement of Out-Of-Pocket Losses:** Reimbursement of up to \$5,000 in documented losses related to the Data Incident; and
- (3) **Medical Monitoring:** Two (2) years of Kroll Medical Monitoring.

In addition, to the benefits above, the Defendant has made certain changes to its information security.

8. Tell me more about Reimbursement of Out-of-Pocket-Losses.

Settlement Class Members may submit a Claim for up to \$5,000 for reimbursement of Out-of-Pocket Losses. “Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s personal information; (ii) costs incurred on or after May 30, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

9. Tell me more about Medical Monitoring.

Settlement Class Members may submit a Claim to receive two (2) years of Kroll Medical Monitoring. Medical Monitoring Codes will be active for 180 days after the date they are emailed and/or mailed to Settlement Class Members and may be used to activate the full term if used at any time during that 180-day period. The Medical Monitoring product being offered has an estimated value of \$240 per year per Settlement Class Member.

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

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

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM

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

You must submit a Claim Form by **MM/DD/YYYY**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT, or mailed postmarked by **MM/DD/YYYY** to the Settlement Administrator at *Redman, et al. v. Illinois Bone and Joint Institute LLC*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

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

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X, at X:X0 .m. T**, to decide whether to approve the Settlement, how much attorneys’ fees, costs and expenses to award Class Counsel for representing the Settlement Class, and Service Award payments to the Class Representative who brought this Action on behalf of the Settlement Class.

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Yes, the Court appointed Ben Barnow of Barnow and Associates P.C., Raina C. Borrelli of Strauss Borrelli PLLC, and Gary M. Klinger of Milberg PLLC, to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, (subject to Court approval).

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

14. Should I get my own lawyer?

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

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys’ fees up to 35% of the Settlement Fund (\$1,400,000) plus reimbursement of reasonable litigation costs and expenses, and \$2,000 Service Award payments to each of the Class Representatives. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt-out of the Settlement?

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

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

- at the top of the letter — the words “Request for Exclusion” or a comparable statement indicating that you do not wish to participate in the Settlement such as “I wish to be excluded from the Settlement Class”;
- the name of the proceeding (“*Redman, et al. v. Illinois Bone and Joint Institute LLC*, Case No. 2024-CH-08333”);
- your full name and current address;
- your personal signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below,

postmarked no later than **Month XX, 202X**.

Redman, et al. v. Illinois Bone and Joint Institute LLC
c/o Kroll Settlement Administration LLC
ATTN: Exclusion Request
PO Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

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

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

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

- a. the name of the proceeding (“*Redman, et al. v. Illinois Bone and Joint Institute LLC*, Case No. 2024-CH-08333”);
- b. your full name, current mailing address, and telephone number;
- c. a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- d. a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- e. the identity of any attorney(s) representing you;
- f. a statement regarding whether your or your attorney intends to appear at the Final Approval Hearing;
- g. a list of all other matters in which you or your attorney has lodged an objection to a class action settlement; and
- h. your signature (or electronic equivalent) or your attorney’s signature.

Objections must be mailed to the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 202X**.

Redman, et al. v. Illinois Bone and Joint Institute LLC
c/o Kroll Settlement Administration LLC
ATTN: OBJECTIONS
PO Box **XXXX**
New York, NY 10150-**XXXX**

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

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 .m. CT**, at Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602, to decide whether to approve the Settlement, how much attorneys' fees, costs, and expenses to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

22. How do I get more information?

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

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

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

Mail: *Redman, et al. v. Illinois Bone and Joint Institute LLC*, c/o Kroll Settlement Administration LLC, PO Box **XXXX**, New York, NY 10150-**XXXX**.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT.

— EXHIBIT 3 —

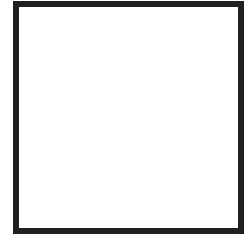
#####00000000

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Your Claim must be submitted online or postmarked by: **Month xx, 202x**

CLAIM FORM

Redman, et al. v. Illinois Bone and Joint Institute LLC
Case No. 2024-CH-08333
Circuit Court of Cook County Illinois Court Department
Chancery Division



GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member whose Personal Information may have been compromised in the Data Incident. You may submit a Claim for Settlement Class Member benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Medical Monitoring Services, reimbursement of Out-of-Pocket Losses, and an Pro Rata Cash Payment, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by 11:59 pm T on Month xx, 202x.

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

Redman, et al. v. Illinois Bone and Joint Institute LLC
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

You may submit a Claim for all of the following benefits:

Medical Monitoring Services: Settlement Class Members may enroll in two (2) years of **Kroll Medical Monitoring**.

Reimbursement of Out-of-Pocket Losses: Settlement Class Members may submit a Claim for reimbursement of Out-of-Pocket Losses that are fairly traceable to the Data Incident, up to \$5,000. Claims for reimbursement of Out-of-Pocket Losses must be supported with documentation. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Pro Rata Cash Payment: Settlement Class Members may submit a Claim for an estimated \$50 *pro rata* Cash Payment.

I. PAYMENT SELECTION

If you would like to elect to receive your payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. NAME AND CONTACT INFORMATION

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

#####00000000

0 0 0 0 0 0 0 0

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: (____ ____ ____) ____ ____ ____ - ____ ____ ____ ____

Email Address: _____

III. REIMBURSEMENT OF OUT-OF-POCKET LOSSES

Settlement Class Members may submit a Claim for a reimbursement of Out-of-Pocket Losses of up to \$5,000 that are fairly traceable to the Incident.

“Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member’s personal information; (ii) costs incurred on or after **May 30, 2024**, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of reasonable documentation include telephone records, correspondence including emails, or receipts.

Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source.

I have attached documentation showing that the documented expenses listed below were caused by the Data Incident. 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.

#####00000000

0 0 0 0 0 0 0

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	____/____/____ (mm/dd/yy)	\$ _____.____	
	____/____/____ (mm/dd/yy)	\$ _____.____	
	____/____/____ (mm/dd/yy)	\$ _____.____	

IV. PRO RATA CASH PAYMENT

By checking the box below, I request an estimated \$50 *pro rata* Cash Payment.

Yes, I request a *pro rata* Cash Payment.

V. MEDICAL RECORDS MONITORING SERVICES

By checking the box below, I am requesting two (2) years of Kroll Medical Monitoring.

Yes, I want to receive two (2) years of Medical Monitoring Services.

VI. ATTESTATION & SIGNATURE

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

Signature

Date (mm/dd/yyyy)

Print Name

#####00000000

0 0 0 0 0 0 0 0

Reminder Checklist

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at **(xxx) xxx-xxxx**.

— EXHIBIT 4 —

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

<p>GUY REDMAN, BRYAN WASSERMAN, GERARD ABLIN, LINDA KOGEN, GARY KIEFEL, DAVID SCHULTZ, JEFF FISCHER, MARIANNE AJANI, and BRIAN HOLOVATY, individually and on behalf all others similarly situated,</p> <p style="text-align: right;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>ILLINOIS BONE AND JOINT INSTITUTE, LLC,</p> <p style="text-align: right;">Defendant.</p>	<p>Lead Case No. 2024CH08333</p> <p>Calendar No. 15</p> <p>Consolidated Case Nos.:</p> <p>2024CH08524 2024CH08623 2024CH08913 2024CH08918 2024CH08955 2024CH09143 2024CH09194</p>
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**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion, the Settlement Agreement (“Settlement Agreement”) between Plaintiffs Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty (“Plaintiffs”) and Defendant Illinois Bone and Joint Institute, LLC (“Defendant” or “ILBJ”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

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

Settlement Class Certification

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

The approximately 568,000 persons who are identified on the Settlement Class List. Specifically, they are all individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ILBJ on or about July 4, 2024, including all those individuals who received notice of the Data Incident.

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

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

- a. The members of the class are too numerous for their joinder to be practicable. There are approximately 568,000 Settlement Class Members.
- b. Questions of law and fact common to the settlement class predominate over individualized questions. Issues such as whether Defendant failed to prevent the potential accessibility of Plaintiffs’ and Class Members’ personally identifiable information and personal health information; and whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially accessible in the Data Incident.

- c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed class counsel— Ben Barnow of Barnow and Associates P.C., Raina C. Borrelli of Strauss Borrelli PLLC, and Gary M. Klinger of Milberg PLLC—have experience and expertise in prosecuting class actions and have committed the necessary resources to represent the Settlement Class.
- d. A class action is a superior method for the fair and efficient resolution of this matter.

Preliminary Approval of Settlement

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

5. For settlement purposes only, Plaintiffs Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty are appointed as Class Representatives.

6. For settlement purposes only, Ben Barnow of Barnow and Associates, P.C., Raina C. Borrelli of Strauss Borrelli PLLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC are hereby appointed as Class Counsel.

Manner and Form of Notice

7. The Court approves, in form and content, the Short Form and Long Form Notices, attached to the Settlement Agreement as Exhibits 1 and 2, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.

8. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Kroll Settlement Administration LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

11. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than ninety (90) days after the Notice Deadline. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 3.

12. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the Settlement Website no later than no later than ninety (90) days after the Notice Deadline. Settlement Class

Members who do not timely submit a Claim Form deemed to be valid in accordance the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Class Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or other proceedings against Defendant or the Released Persons relating to the claims released under the terms of the Settlement Agreement.

14. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as Service Awards for the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than thirty (30) days prior to the Opt-Out and Objection Deadlines.

Exclusions from the Settlement Class

15. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than sixty (60) days after the Notice Deadline.

16. In order to exercise the right to be excluded, a person within the Settlement Class must timely submit via first class mail a written request for exclusion to the Settlement Administrator stating the following information: the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable

statement that the individual does not wish to participate in the Settlement at the top of the communication.

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

Objections to the Settlement

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Awards to the Class Representatives, may do so, either personally or through an attorney, by submitting a written objection to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice shall set forth the address at which Settlement Class Members may send any objections.

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and

(viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same.

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's fee and expense application and/or the request for a Service Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who submits a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also file a notice of appearance with the Court by the Objection Deadline and must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are

fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

22. All papers in support of the Final Approval of the Settlement shall be filed at least fourteen (14) days prior to the Final Approval Hearing.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Class Claims against any of the Released Persons.

24. A Final Approval Hearing shall be held before the Court on [REDACTED], at [REDACTED] a.m./p.m., before Judge William B. Sullivan, Courtroom 2410, Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time and location as the Court may without further notice direct), in person, for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;

- d. to consider the application for an award of attorneys' fees, costs, and expenses to Class Counsel;
- e. to consider the application for Service Awards to the Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement;
- g. to designate the Non-Profit Residual Recipients; and
- h. to rule upon such other matters as the Court may deem appropriate.

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

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

Temporary Stay

27. All discovery, pending motions, and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

28. If the Settlement fails to become effective in accordance with its terms, or if the Final Approval Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Upcoming Deadlines

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

EVENT	DATE
Defendant to provide the Settlement Class List to the Settlement Administrator	10 Days after entry of Preliminary Approval Order
Notice Deadline	30 Days after entry of the Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and the Service Awards for Class Representatives	30 Days prior to Opt-Out and Objection Deadlines
Opt-Out and Objection Deadlines	60 Days after Notice Deadline
Deadline for Class Members to Submit Claim Forms	90 Days after Notice Deadline
Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	At least 120 Days after the entry of this Order

IT IS SO ORDERED.

ENTERED: _____

 Hon. William B. Sullivan
 Circuit Court Judge