

**— EXHIBIT 1 —**

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

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**MARK BUCKNER**, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

**TEMPEL STEEL COMPANY, LLC**,

Defendant.

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Case No. 2025CH07827

**JURY TRIAL DEMANDED**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Mark Buckner, individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 35), and Tempel Steel Company, LLC (“Defendant” or “Tempel”) (collectively the “Parties”), in the action *Mark Buckner v. Tempel Steel Company, LLC*, Case No. 2025CH07827, filed on July 28, 2025, in the Chancery Division of the Circuit Court of Cook County, Illinois (the “Action”).

**RECITALS**

**WHEREAS**, on April 14, 2024, Plaintiff filed a Complaint against Defendant in the United States District Court for the Northern District of Illinois styled *Mark Buckner v. Tempel Steel Company, LLC*, Case No.:1:25-cv-04022, related to a Security Incident affecting Defendant. Plaintiff voluntarily dismissed that claim without prejudice on July 21, 2025;

**WHEREAS**, on July 28, 2025, Plaintiff filed his claims against Defendant related to the Security Incident in the Chancery Division of the Circuit Court of Cook County, Illinois;

**WHEREAS**, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff in any way; and

**WHEREAS**, following prolonged and extensive arm's length negotiations, the Parties reached an agreement of the essential terms of a settlement;

**WHEREAS**, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

**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 and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

**I. DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. **"Action"** means the case captioned *Mark Buckner. v. Tempel Steel Company, LLC*, Case No. 2025CH07827, filed on July 28, 2025, in the Chancery Division of the Circuit Court of Cook County, Illinois.

2. **"Approved Claim"** means the timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

3. “**Defendant’s Counsel**” means Casie D. Collignon of Baker & Hostetler LLP.
4. “**Claim Form**” means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Extraordinary Expenses, Ordinary Expenses, Lost Time, or an Alternative Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.
5. “**Claims Deadline**” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Commencement Deadline.
6. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Commencement Deadline.
7. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 44.
8. “**Court**” means the Chancery Division of the Circuit Court of Cook County, Illinois.
9. “**Credit Monitoring Services**” means the credit monitoring services described in Paragraph 42(a), which include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.
10. “**Effective Date**” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) 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; or (iii) 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 Award to a Settlement Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

11. **"Extraordinary Expenses"** means monetary losses that meet the following conditions: (i) is an actual, documented and unreimbursed monetary loss caused by (ii) was more likely than not caused by the Security Incident; (iii) occurred between February 6, 2025 and the Claims Deadline; and (iv) is not already covered by the Ordinary Expense or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

12. **"Fee Award and Costs"** means the amount of attorneys' fees and reimbursement of litigation costs and expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

13. **"Final Approval Order and Judgment"** means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Illinois Code of Civil Procedure and is consistent with all material provisions of this Agreement.

14. **"Final Approval Hearing"** means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.

15. “**Litigation Costs and Expenses**” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

16. “**Lost Time**” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Security Incident, up to a maximum of four (4) hours at \$20.00 per hour, subject to the \$1,000.00 cap on Ordinary Expenses as set forth in Paragraph 42.

17. “**Notice**” means notice of the proposed class action Settlement to be provided to Settlement Class Members in the manner set forth in this Settlement Agreement, Section IV, substantially in the forms attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”).

18. “**Notice Commencement Deadline**” means the first day by which Notice must be issued to the Settlement Class Members and will occur no later than forty-five (45) days after entry of the Preliminary Approval Order.

19. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing national change of address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

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

21. **“Opt-Out”** means a Settlement Class Member: (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

22. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Commencement Deadline.

23. **“Ordinary Expenses”** means documented expenses and fees incurred or spent as a result of the Security Incident after February 6, 2025, including, without limitation, out of pocket expenses incurred such as fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Security Incident.

24. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

25. **“Personal Information”** shall mean “personal identifiable information” (“PII”) and “protected health information” (“PHI”) and includes, but is not limited to, name, address, Social Security number, tax identification number, date of birth, health insurance information, health information, driver’s license number or state-issued identification card number, and financial account information. 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 the Illinois Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. 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 D**.

27. “**Released Claims**” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

28. “**Released Parties**” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, current and former employees (and their dependents), advisors, vendors, stockholders, partners,



agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

29. **“Releasing Parties”** and a **“Releasing Party”** means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

30. **“Request for Exclusion”** means a writing 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 and as described below in Paragraph 54.

31. **“Security Incident”** means the cybersecurity incident affecting Defendant which occurred between February 6, 2025 and February 7, 2025 which is the subject of this Action.

32. **“Service Award”** means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Paragraph 67.

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

34. **“Settlement Administrator”** means Simpluris, Inc. subject to Court approval.

35. **“Settlement Class”** means all individuals residing in the United States whose Personal Information was potentially compromised in the February 2025 Security Incident affecting Defendant, including all those individuals who received notice of the Security Incident. Defendant represents that the Settlement Class includes up to 5,192 individuals.

36. **“Settlement Class Counsel”** means Cassandra P. Miller of Strauss Borrelli PLLC.

37. “**Settlement Class List**” means the list of the names and current or last known mailing address, to the extent reasonably available, for each Settlement Class Member that Defendant used to inform individuals of the Security Incident. Defendant shall provide this list to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

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

39. “**Settlement Class Representative**” or “**Plaintiff**” means Mark Buckner.

40. “**Settlement Payment**” or “**Settlement Check**” means the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the process set forth in Paragraph 46.

41. “**Settlement Website**” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

## **II. SETTLEMENT BENEFITS AND REIMBURSEMENT**

42. **Class Claims Benefits.** Defendant will pay Approved Claims for Credit Monitoring Services, Ordinary Expenses, Lost Time, Extraordinary Expenses, and/or an Alternative Cash Payment as described below. Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c).

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in two (2) years of one-bureau Credit Monitoring Services provided through CyEx.

- b. **Claims for Ordinary Expenses.** Settlement Class Members who submit a valid Claim Form with supporting documentation shall be eligible to receive compensation for Ordinary Expenses (as defined in Paragraph 23) of up to \$1,000.00.
- c. **Claims for Compensation for Lost Time.** Settlement Class Members who submit a valid Claim Form, including an attestation, shall be eligible to receive compensation for Lost Time (as defined in Paragraph 16), up to 4 hours at a rate of \$20.00 per hour (for a total of \$80.00) per claimant. Claims for Lost Time shall be subject to the \$1,000.00 cap on Ordinary Expenses.
- d. **Claims for Extraordinary Expenses.** Up to a total of \$4,000.00 per Settlement Class Member in compensation on submission of a valid and timely claim form for monetary losses that meet the following conditions:
  - i. The loss is an actual, documented, and unreimbursed monetary loss;
  - ii. The loss was more likely than not caused by the Security Incident;
  - iii. The loss was incurred after February 6, 2025;
  - iv. The loss is not already covered by the Ordinary Expenses or Lost Time categories, and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.
- e. **Alternative Cash Payment:** Settlement Class Members can make a Claim for a single twenty-five dollars and zero cents (\$25.00) cash payment in the alternative to Claims for Ordinary Expenses, Lost Time, or Extraordinary Expenses. For the avoidance of doubt, Settlement Class Members electing an Alternative Cash Payment may not submit a Claim for any other form of reimbursement that may otherwise be available under this agreement, including Ordinary Expenses, Lost Time, or Extraordinary Expenses.



43. **Business Practice Commitments.** Upon request, Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Security Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits.

### **III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

44. **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 on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of: (a) one hundred and eighty (180) days after the Effective Date; or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Ordinary Expenses, Lost Time, Extraordinary Expenses and/or an Alternative Cash Payment is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.



- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Ordinary Expenses, Lost Time, or Extraordinary Expenses are more likely than not caused by the Security Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after February 6, 2025; (ii) whether the alleged loss involved the types of information for that specific Participating Settlement Class Member that may have been affected in the Security Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) any other factors the Settlement Administrator reasonably deems relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Expenses, Lost Time, and/or Extraordinary Expenses by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the

Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

**46. Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Expenses, Lost Time, Extraordinary Expenses and/or an Alternative Cash Payment and also provide funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Ordinary Expenses, Lost Time,

Extraordinary Expenses and/or an Alternative Cash Payment in accordance with the terms of this Agreement.

- b. Payments issued by the Settlement Administrator for Approved Claims for Ordinary Expenses, Lost Time, Extraordinary Expenses or an Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46(a).
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating 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 Participating Settlement Class Members within that time.

49. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

#### **IV. SETTLEMENT CLASS NOTICE**

50. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will



look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (*e.g.*, skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and consistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claims online via the Settlement Website. 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.

53. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from payments and/or costs associated with providing the Settlement benefits in Paragraph 42, as invoiced. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9,

along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order.

**V. OPT-OUTS AND OBJECTIONS**

54. **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 Notice also 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.

- a. 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.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and phone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three years. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. 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 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7)



days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

## **VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

56. **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. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing national change of address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- 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 with interactive voice response 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 in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;



- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs, and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. 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
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

**VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement 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. Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Tempel has a controlling interest;; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. Should: (1) the Settlement not receive final approval from the Court; (2) the Effective Date not occur; or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement 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 any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement 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 any requested revisions from Defendant are addressed.

60. **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 between the Parties 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 consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

#### **VIII. MODIFICATION AND TERMINATION**

61. **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 or Defendant under this Agreement.

62. **Termination.** Settlement 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 fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Defendant may also unilaterally terminate this Settlement Agreement within fourteen (14) days written notice to Settlement Class Counsel if more than 25 Settlement Class Members submit valid Requests for Exclusion.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, 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. Any Court orders preliminarily or finally approving certification of the Settlement Class, and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

## **IX. RELEASES**

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and

unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties 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. Upon the Effective Date, the Releasing Parties 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, which provides as follows:

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

Upon the Effective Date, each Releasing Party 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. The 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 Released Claims or relation of the Released Parties thereto, 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. The



Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and all Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

#### **X. SERVICE AWARD PAYMENTS**

67. **Service Award.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition for his contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00) total. To the extent more than \$4,000.00 for the service award is sought for the Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Defendant shall pay the Court-approved service award to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service



awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

#### **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

69. **Attorneys' Fee Award and Costs.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses, as well as the Service Award, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees, costs, and expenses not to exceed One Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00). If Settlement Class Counsel seeks more than \$175,000.00 in attorneys' fees, costs and expenses, Defendant reserves all rights to object and oppose such request. Defendant shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the

Court-approved attorneys' Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' Fee Award and Costs. The amount of attorneys' Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

71. **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 that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.



72. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document 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 Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; 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 the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

### **XIII. MISCELLANEOUS**

73. **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.

74. **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, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement



and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **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.

77. **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 and reasonably dictates.

78. **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.

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

80. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

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

82. **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.

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

84. **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 email of an Adobe PDF shall be deemed an original.

85. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Cassandra P. Miller  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
cmiller@straussborrelli.com

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

Casie D. Collignon  
**BAKER & HOSTETLER LLP**  
1801 California Street, Suite 4400  
Denver, CO 80202  
ccollignon@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

[SIGNATURES TO FOLLOW- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





**SIGNATURES**

**Plaintiff Mark Buckner:**

  
\_\_\_\_\_  
Mark Buckner

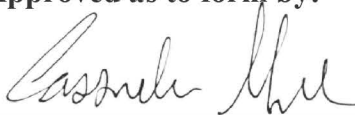
Date: 10 / 28 / 2025

**Tempel Steel Company, LLC:**

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form by:**

  
\_\_\_\_\_  
By: Cassandra P. Miller  
Strauss Borrelli PLLC  
*Counsel for Plaintiff and the Settlement Class*

Date: 10/28/25

\_\_\_\_\_  
By: Casie D. Collignon  
Baker & Hostetler LLP  
*Counsel for Defendant*

Date: \_\_\_\_\_


**SIGNATURES**

**Plaintiff Mark Buckner:**

\_\_\_\_\_  
Mark Buckner

Date: \_\_\_\_\_

**Tempel Steel Company, LLC:**

  
\_\_\_\_\_  
By: Joseph Hene

Date: 10/29/2025

**Approved as to form by:**

\_\_\_\_\_  
By: Cassandra P. Miller  
Strauss Borrelli PLLC  
*Counsel for Plaintiff and the Settlement Class*

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Casie D. Collignon  
Baker & Hostetler LLP  
*Counsel for Defendant*

Date: \_\_\_\_\_

**— EXHIBIT A —**



Tempel Steel Security Incident Settlement  
c/o Settlement Administrator  
P.O. Box [REDACTED]  
Santa Ana, CA 92799-9958

**Mark Buckner. v.**  
**Tempel Steel Company, LLC**  
Case No. 2025CH07827

**IF YOUR PERSONAL INFORMATION WAS  
POTENTIALLY COMPROMISED IN THE  
FEBRUARY 2025 TEMPEL STEEL COMPANY  
SECURITY INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

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

THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.



First-Class  
Mail  
US Postage  
Paid  
Permit # [REDACTED]

«Barcode»

Postal Service: Please do not mark barcode

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

**Why am I receiving this notice?**

A Settlement has been reached with Tempel Steel Company, LLC ("Tempel Steel") in a class action lawsuit ("Settlement"). The case is about the February 2025 cyberattack on Tempel Steel's computer systems (the "Security Incident"). Files containing personal information were potentially accessed. Tempel Steel denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

**Who is included in the Settlement?**

The Court has defined the class as: "All individuals residing in the United States whose Personal Information was potentially compromised in the February 2025 Security Incident affecting Defendant, including all those individuals who received notice of the Security Incident."

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

**What are the Settlement benefits?**

You can claim two years of **Credit Monitoring and** one or more of these **cash payment** options:

If you have documented losses you can get back up to **\$1,000.00** for Ordinary Expenses and up to **\$4,000.00** Extraordinary Expenses like fraud or identity theft losses.

If you spent time fixing problems caused by this Security Incident, you can get back \$20.00/hour for up to four hours (up to **\$80.00**) for attested Lost Time.

OR you can get a one-time **\$25.00** payment without submitting any documents or information, but this is *Instead of any other cash payments* (previously described). Full details and instructions are available online.

**How do I receive a benefit?**

**Claims must be submitted online or postmarked by [Claims Deadline].**

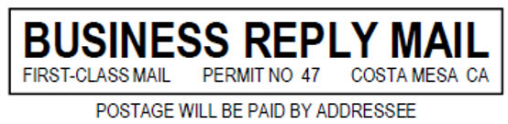
**What if I don't want to participate in the Settlement?**

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Tempel Steel or any of the Released Parties for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

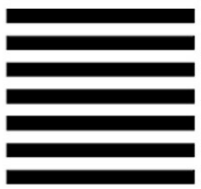
**When will the Court approve the Settlement?**

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The hearing may be held remotely. The Court will also consider Class Counsel's request for attorney's fees and costs of up to \$175,000.00, and \$4,000.00 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

www.[SettlementWebsite].com



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**Tempel Steel Security Incident Settlement**  
**c/o Settlement Administrator**  
**P.O. Box [PO Box Number]**  
**Santa Ana, CA 92799-9958**





**— EXHIBIT B —**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Mark Buckner. v. Tempel Steel Company, LLC*

Case No. 2025CH07827

Chancery Division of the Circuit Court of Cook County, Illinois

**IF YOUR PERSONAL INFORMATION WAS POTENTIALLY COMPROMISED IN THE FEBRUARY 2025 TEMPEL STEEL COMPANY, LLC, SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Tempel Steel Company, LLC (“Tempel Steel” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Tempel Steel's computer systems that occurred in February 2025 (the “Security Incident”). Certain files that contained personal information were potentially accessed. These files may have contained personal information such as name, address, Social Security number, tax identification number, date of birth, health insurance information, health information, driver’s license number or state-issued identification card number, and financial account information.
- The lawsuit is called *Mark Buckner. v. Tempel Steel Company, LLC*, Case No. 2025CH07827. It is pending in the Chancery Division of the Circuit Court of Cook County, Illinois (the “Action”).
- Tempel Steel denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Tempel Steel's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Tempel Steel.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u>          </u> , 2026
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendant or the Released Parties related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u>          </u> , 2026
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u>          </u> , 2026
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant or the Released Parties 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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THE SETTLEMENT BENEFITS .....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS .....	6
THE LAWYERS REPRESENTING YOU .....	7
EXCLUDING YOURSELF FROM THE SETTLEMENT .....	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT .....	8
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## Basic Information

### 1. Why was this Notice issued?

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

The lawsuit is called *Mark Buckner. v. Tempel Steel Company, LLC*, Case No. 2025CH07827. It is pending in the Chancery Division of the Circuit Court of Cook County, Illinois. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Tempel Steel Company, LLC, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the February 2025 targeted cyberattack on Tempel Steel's computer systems, certain files that contained personal information were potentially accessed. These files may have contained personal information such as name, address, Social Security number, tax identification number, date of birth, health insurance information, health information, driver’s license number or state-issued identification card number, and financial account information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Mark Buckner. Everyone included in this Action are the Class Members.

#### 4. Why is there a Settlement?

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

### Who is in the Settlement?

#### 5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was potentially compromised in the February 2025 Security Incident affecting Defendant, including all those individuals who received notice of the Security Incident.” Defendant estimates that the Settlement Class includes up to approximately 5,192 individuals.

#### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Tempel has a controlling interest;; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Tempel Steel Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

### The Settlement Benefits

#### 7. What does the Settlement provide?

Tempel Steel has agreed to pay for a number of different benefits. All Class Members may enroll in two years of **Credit Monitoring** as well as submit a claim for one or more of the **cash payment** options described below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in two years of CyEx Identity Defense Total. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

## CASH PAYMENT OPTIONS

**Ordinary Expenses.** If you incurred actual, documented out-of-pocket expenses due to the Security Incident, you can get back up to **\$1,000.00**. The losses must have occurred between February 6, 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

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

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

**Compensation for Lost Time.** Class Members who spent time responding to the Security Incident may claim up to four (4) hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Security Incident

**Extraordinary Expenses (losses from fraud or identity theft).** If you lost money because of identity theft or fraud, you can get back up to **\$4,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Security Incident
- the losses are not already covered by **Ordinary Expenses** or **Lost Time**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between February 6, 2025, and **[Claims Deadline]**.

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

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

**Alternative Cash Payment.** Instead of *any other cash payment* (described above), you may claim a one-time **\$25.00** payment. You do not have to provide any proof or explanation to claim this payment.



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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Tempel Steel Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

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

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

## Submitting a Claim Form for a Settlement Payment

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

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

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

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

### 10. Are there any important Settlement payment deadlines?

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

### 11. When will the Settlement benefits be issued?

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

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

## The Lawyers Representing You

### 12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Cassandra P. Miller of Strauss Borrelli PLLC, to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

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

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$175,000.00 as reasonable attorney’s fees and costs of litigation. This amount will be paid by Tempel Steel.

Class Counsel will also ask for a Service Award Payment of \$4,000.00 for the Class Representative. The Service Award Payment will also be paid by Tempel Steel.

These amounts will not reduce the benefits available to Class Members.

## Excluding Yourself from the Settlement

### 15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Action: *Mark Buckner. v. Tempel Steel Company, LLC*, Case No. 2025CH07827, pending in the Chancery Division of the Circuit Court of Cook County, Illinois;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Tempel Steel Security Incident Settlement  
ATTN: Exclusion Request  
[PO Box Number]  
Santa Ana, CA 92799-9958

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

## Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Action: *Mark Buckner. v. Tempel Steel Company, LLC*, Case No. 2025CH07827, pending in the Chancery Division of the Circuit Court of Cook County, Illinois;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) a statement regarding whether the Settlement Class Member or their attorney intends to appear at the Final Approval Hearing;
- (6) your signature (or, if you have hired your own lawyer, your lawyer's signature).
- (7) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;

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

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



<b>Clerk of the Court</b>	<b>Settlement Administrator</b>
Clerk of the Court [Court Address]	Tempel Steel Security Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
<b>Class Counsel</b>	<b>Counsel for Defendants</b>
Cassandra P. Miller <b>STRAUSS BORRELLI PLLC</b> 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611	Casie D. Collignon <b>BAKER &amp; HOSTETLER LLP</b> 1801 California Street, Suite 4400 Denver, CO 80202

## 17. What is the difference between objecting and excluding?

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

## The Court's Final Approval Hearing

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

The Court will hold a final approval on [FA Hearing Date] at [Hearing Time] Central Time, in Room [Court Room] of the Chancery Division of the Circuit Court of Cook County, Illinois, at [Court Address]. The hearing may also be held remotely.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

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

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

## If I Do Nothing

## 20. What happens if I do nothing at all?

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

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

## Getting More Information

## 21. How do I get more information?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Tempel Steel Security Incident Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

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

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

**— EXHIBIT C —**



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

**Mark Buckner. v. Tempel Steel Company, LLC**  
Case No. 2025CH07827  
Chancery Division of the Circuit Court of Cook County, Illinois

**SECURITY INCIDENT SETTLEMENT CLAIM FORM**

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

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All individuals residing in the United States whose Personal Information was potentially compromised in the February 2025 Security Incident affecting Defendant, including all those individuals who received notice of the Security Incident.”

**Excluded from the Settlement Class** are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Tempel has a controlling interest;; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.

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

**AVAILABLE BENEFITS**

Tempel Steel has agreed to pay for a number of different benefits. All Class Members may enroll in two years of **Credit Monitoring** and one or more of the **cash payment** options described below.

**CREDIT MONITORING SERVICES.** All Class Members are eligible to enroll in two years of CyEx Identity Defense Total. This comprehensive service comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

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

**CASH PAYMENT OPTIONS**

**Ordinary Expenses.** If you incurred actual, documented out-of-pocket expenses due to the Security Incident, you can get back up to **\$1,000.00**. The losses must have occurred between February 6, 2025, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

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

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

**Mark Buckner. v. Tempel Steel Company, LLC**  
Case No. 2025CH07827  
Chancery Division of the Circuit Court of Cook County, Illinois

**SECURITY INCIDENT SETTLEMENT CLAIM FORM**

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

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

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

**Compensation for Lost Time.** Class Members who spent time responding to the Security Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Security Incident

**Extraordinary Expenses (losses from fraud or identity theft).** If you lost money because of identity theft or fraud, you can get back up to **\$4,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Security Incident
- the losses are not already covered by **Ordinary Expenses** or **Lost Time**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between February 6, 2025, and [Claims Deadline].

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

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

**Alternative Cash Payment.** Instead of *any other cash payment*, you may claim a one-time **\$25.00** payment. You do not have to provide any proof or explanation to claim this payment.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Tempel Steel Security Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
Santa Ana, CA 92799-9958

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

***Mark Buckner. v. Tempel Steel Company, LLC***  
Case No. 2025CH07827  
Chancery Division of the Circuit Court of Cook County, Illinois

**SECURITY INCIDENT SETTLEMENT CLAIM FORM**

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

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

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

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

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

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

**Mark Buckner. v. Tempel Steel Company, LLC**  
Case No. 2025CH07827  
Chancery Division of the Circuit Court of Cook County, Illinois

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

**SECURITY INCIDENT SETTLEMENT CLAIM FORM**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (required  
known)

Phone Number

Notice ID (if  
known)

**II. CREDIT MONITORING SERVICES**

☐ Check this box if you would like to enroll in two years of **CyEx Identity Defense Total**.

**III. ORDINARY EXPENSES**

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$1,000.00.

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

<b>Description of Documentation Provided</b>	<b>Amount</b>
<i>Example: Fee for credit report</i>	<i>\$40</i>
<b>TOTAL CLAIMED:</b>	

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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com)



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

**Mark Buckner. v. Tempel Steel Company, LLC**  
Case No. 2025CH07827  
Chancery Division of the Circuit Court of Cook County, Illinois

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

**SECURITY INCIDENT SETTLEMENT CLAIM FORM**

**IV. EXTRAORDINARY EXPENSES**

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$4,000.00.

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
<b>TOTAL CLAIMED:</b>	

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

**V. COMPENSATION FOR LOST TIME**

If you spent time fixing problems caused by Security Incident, please select how many hours (up to four) you spent.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)  
☐ 4 hours (\$80.00)

Describe what you spent this time on:

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Claims for Lost Time shall be subject to the \$1,000.00 cap on Ordinary Expenses (Section III, above).

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Mark Buckner. v. Tempel Steel Company, LLC**  
Case No. 2025CH07827  
Chancery Division of the Circuit Court of Cook County, Illinois

**SECURITY INCIDENT SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**VI. ALTERNATIVE CASH PAYMENT**

☐ Check this box if you want to claim a one-time \$25.00 cash payment.

**DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III, IV, OR V.**

**VII. PAYMENT SELECTION**

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

☐ **PayPal**

Email address, if different than you provided in Section 1: \_\_\_\_\_

☐ **Venmo**

Mobile number, if different than you provided in Section 1: \_\_\_\_\_

☐ **Zelle**

Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_

☐ **Physical Check**

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

**VII. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**— EXHIBIT D —**

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

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**MARK BUCKNER**, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

**TEMPEL STEEL COMPANY, LLC**,

Defendant.

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Case No.: 2025CH07827

Calendar 5

Honorable Judge Cohen

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) between Mark Buckner, (“Plaintiff”), and on behalf of the Settlement Class (as defined below), and Tempel Steel Company, LLC (“Tempel” or “Defendant”) (collectively the “Parties”), as set forth in the Settlement Agreement between the Parties, attached as **Exhibit 1** to the Declaration of Cassandra P. Miller in Support of Plaintiff’s Motion for Preliminary Approval, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

**PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

1. Unless defined herein, all capitalized terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has subject matter jurisdiction of the Action and over all claims raised



therein and all Parties thereto, including the Settlement Class.

3. This Order is based on 735 ILCS 5/2-801-806.

4. On February 6, 2025, Defendant detected unusual activity in its computer network that caused certain devices to become unavailable. Defendant then conducted an investigation, which revealed that an unauthorized actor gained access to its computer network and viewed and obtained certain files therein. The Personal Information potentially impacted by the Security Incident included: name, address, Social Security number, tax identification number, date of birth, health insurance information, health information, driver's license number or state-issued identification card number, and financial account information. The Security Incident impacted approximately 5,192 individuals.

5. On April 14, 2025, Plaintiff filed a complaint against Defendant in the United States District Court for the Northern District of Illinois styled *Mark Buckner v. Tempel Steel Company, LLC*, Case No. 1:25-cv-4022 (the "Federal Action"). Plaintiff asserted claims for negligence, breach of implied contract, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

6. Defendant has denied Plaintiff's allegations, causes of action, and claims.

7. Recognizing the benefits of early resolution, in February 2025, Tempel produced informal discovery to Plaintiff's counsel, including information about the cause and scope of the Security Incident and information about the number of individuals affected. From on or around April 2024 2025 to July 2025, the Parties engaged in hard-fought settlement negotiations. In their negotiations the Parties summarized the key legal issues, set forth their position and provided a damages analysis. Thus, the Parties were well versed on the strengths and weaknesses of their case. The Parties negotiated at "arm's length," communicating their positions and evaluating the

strengths and weaknesses underlying their claims and defenses. On or around July 16, 2025, the Parties agreed on the key terms of the Settlement. . In the ensuing months, the Parties diligently negotiated, drafted and finalized the details of the Settlement. All negotiations were always collegial, cordial, and professional—but there is no doubt that they were adversarial in nature, with both parties forcefully advocating the position of their respective clients.

8. On July 28, 2025, an order was entered dismissing the Federal Action without prejudice.

9. On July 30, 2025, Plaintiff filed his claims against Defendant related to Security Incident in the Circuit Court of Cook County, Illinois.

10. Plaintiff summarizes the relevant terms of the proposed Settlement as follows:

11. Credit Monitoring. Settlement Class Members will be offered two (2) years of one-bureau Credit Monitoring services.

12. Claims for Ordinary Expenses. Settlement Class Members may make a claim for compensation for Ordinary Expenses up to \$1,000.00 upon submission of a valid Claim Form and supporting documentation. Ordinary Expenses may include, by way of example and without limitation, unreimbursed losses relating to fraud or identity theft, and/or fees for credit reports, credit monitoring, or credit repair services or other identity theft insurance products. Such expenses must have been incurred or spent as a result of the Security Incident between February 6, 2025 and the Claims Deadline.

13. Claims for Lost Time. Settlement Class Members are eligible for compensation for up to four (4) hours of Lost Time calculated at the rate of \$20.00 per hour (for a total of \$80.00) per claimant upon submission of a valid documented claim. Claims for Lost Time must be supported by a sworn statement affirming the time spent was related to the Security Incident and

a written description of how the time was spent. Claims for Lost Time shall be subject to the \$1,000.00 cap on Ordinary Expenses.

14. Claims for Extraordinary Expenses. Settlement Class Members may make a claim for compensation for Extraordinary Expenses up to \$4,000.00 upon submission of a valid Claim Form that meets the following conditions:

- a. The loss is an actual, documented, and unreimbursed monetary loss;
- b. The loss was more likely than not caused by the Security Incident;
- c. The loss was incurred after February 6, 2025; and
- d. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

15. Alternative Cash Payment: Settlement Class Members can make a Claim for a single twenty-five dollar and zero cents (\$25.00) cash payment in the alternative to Claims for Ordinary Expenses, Lost Time, or Extraordinary Expenses.

16. The Court finds that: (i) there is a good cause to believe that the settlement is fair, reasonable, and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) the settlement warrants Notice of its material terms to the Settlement Classes for its consideration and reaction.

#### **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

17. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of 735 ILCS 2-801, hereby conditionally certifies the Settlement Class as follows for settlement purposes only (and for no other purposes and with

no other effect upon this or any other action, including no effect upon this Action should the settlement not ultimately be approved).

18. ***Settlement Class:*** Shall mean all individuals residing in the United States whose Personal Information was potentially compromised in the February 2025 Security Incident affecting Defendant, including all those individuals who received notice of the Security Incident. Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Tempel has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

19. For the purposes of the conditional certification, the Court preliminary finds for settlement purposes only that the Settlement Class is sufficiently numerous that joinder of all members is impracticable, that there are questions of law and fact common to members of the Settlement Class that predominate, that the representative parties will fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

20. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Preliminary Approval Order, are not and shall not in any event be described as, construed as, offered or received against any of the Released Parties, including Defendant, as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any of the Released



Parties, including Defendant, of the truth of any fact alleged by Plaintiff; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties, including Defendant. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party to the Action from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

21. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Settlement Agreement shall be null and void *ab initio*, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class and/or the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

### **NOTICE AND SETTLEMENT ADMINISTRATION**

22. Pursuant to the Settlement Agreement, Simpluris is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Preliminary Approval Order.

23. The forms of the Short Form Notice,<sup>1</sup> the Long Form Notice,<sup>2</sup> and the Claim Form,<sup>3</sup> along with the proposed publication notice plan, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy state statutory

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<sup>1</sup> Attached as Exhibit A to the Settlement Agreement.

<sup>2</sup> Attached as Exhibit B to the Settlement Agreement.

<sup>3</sup> Attached as Exhibit C to the Settlement Agreement.

requirements and due process under 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the settlement, their rights under the settlement, including, but not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

24. The Notice program set forth in the Settlement Agreement, and described below, satisfies the requirements of 735 ILCS 5-2/801, provides the best notice practicable under the circumstances, and is hereby approved.

25. The Settlement Administrator is directed to carry out the Notice program as set forth in the Settlement Agreement.

26. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program.

## **EXCLUSIONS AND OBJECTIONS**

### ***Exclusions***

27. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and to not be bound by this Settlement Agreement, if within the sixty (60)-day period beginning upon the Notice Commencement Deadline, the Settlement Class Member personally signs and timely submits, completes, and mails a request to be excluded

from the Settlement Class (“Opt-Out Request”) to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period (the “Opt-Out Deadline”).

28. For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state the case name, *Mark Buckner v. Tempel Steel Company, LLC*, Case No. 2025CH07827 (Ill. Cir. Ct. Cook Cnty.); (b) state the Settlement Class Member’s full name, current address, personal signature, and (c) state the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

29. All Settlement Class Members who submit timely and valid opt-out requests shall: (a) receive no benefits or compensation under the Settlement Agreement; (b) shall gain no rights from the Settlement Agreement; (c) shall not be bound by the Settlement Agreement; and (d) shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement, including the Release contained therein, and the Final Order and Judgment thereon, regardless of whether he or she files a Claim Form or receives any benefits from the settlement.

30. An opt-out request or other request for exclusion that does not fully comply with the requirements set forth above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and the Final Approval Order entered thereon.

31. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class

involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported opt-out requests shall be void, and the Settlement Class Member(s) who is or are the subject of any such purported opt-out requests shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained herein, and by all proceedings, orders, and judgments in the Action, including the Final Approval Order, unless he or she submits a valid and timely opt-out request.

### ***Objections***

32. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely, written notice of his or her Objection by no later than sixty (60) days from the Notice Commencement Deadline (the “Objection Deadline”).

33. To object to the settlement, a Settlement Class Member must file a timely, written notice of his or her Objection in the appropriate form with the Settlement Administrator. The deadline for filing Objections shall be included in the Notice.

34. Such notice shall: (i) state the case name, *Mark Buckner v. Tempel Steel Company, LLC*, Case No. 2025CH07827 (Ill. Cir. Ct. Cook Cnty.); (ii) the Settlement Class Member’s full name, current mailing address, and phone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) the signature of the Settlement Class Member or the Settlement Class Member’s attorney; and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three years.



35. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of this Court shall forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, shall not be permitted to object to the approval of the settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement, including the Release contained therein, and by all proceedings, orders, and judgments in the Action, including the Final Order and Judgment.

36. The exclusive means for any challenge to the Settlement Agreement is through the provisions set forth in the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order, or any judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

### **APPOINTMENTS**

37. For settlement purposes only, the Court hereby approves the conditional appointment of Plaintiff Mark Buckner as the Settlement Class Representative for the Settlement Class.

38. For settlement purposes only, the Court hereby approves the conditional appointment of Cassandra P. Miller of Strauss Borrelli PLLC as Settlement Class Counsel and finds that she is competent and capable of exercising the responsibilities of Settlement Class Counsel.

### **TERMINATION**

39. This Preliminary Approval Order shall become null and void and shall be without

prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement.

40. If the Settlement Agreement is terminated or not approved, or if the Effective Date does not occur for any reason, then: (i) the Settlement Agreement and all orders entered in connection with the Settlement Agreement shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Courts in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) the parties shall equally be responsible for all Notice and Administrative Expenses incurred prior to the termination or disapproval; (iii) all Parties shall be deemed to have reverted to their respective positions and status in the Action as of the date the Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Courts in the Action; and (iv) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

#### **FINAL APPROVAL HEARING**

41. No later than 14 days prior to the Objection and Opt-Out Deadlines, Plaintiff must file their papers in support of Settlement Class Counsel's application for Attorneys' Fee Award and Costs and Plaintiff's Service Award Payment. No later than [REDACTED], 2025, Plaintiff must file his papers in support of final approval of the Settlement Agreement.

42. A Final Approval Hearing shall be held before the Court on [REDACTED], at [REDACTED] a.m. by Zoom ([REDACTED] Meeting ID XXXXX Password XXXXXX) 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, and that the Settlement Class Representative and Settlement Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- b. to determine whether the settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine that Notice: (1) was implemented pursuant to the Settlement Agreement and Preliminary Approval Order, (2) constitutes the best practicable notice under the circumstances, (3) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (4) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (5) fulfills the requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the both the United States and Illinois Constitutions, and the rules of the Court;
- d. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- e. to consider the application for an award of attorneys' fees, costs, and expenses;
- f. to consider the application for a Service Award to the Settlement Class Representative;
- g. to consider all payments to be made pursuant to the Settlement Agreement;
- h. to dismiss the action with prejudice; and
- i. to rule upon such other matters as the Court may deem appropriate.

43. All proceedings in the Action other than those related to approval of the Settlement Agreement pending entry of the Final Approval Order are stayed.

44. No Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons and any such actions are enjoined or stayed.

#### **SUMMARY OF DEADLINES**

45. The preliminary approval of the Settlement Agreement shall be administered

according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order, include, but are not limited to:

<b><u>Event</u></b>	<b><u>Deadline</u></b>
<b>Class Member Information Deadline</b>	Within 15 days of Preliminary Approval Order, Defendant will provide Settlement Administrator with Class Member Information
<b>Notice Commencement Deadline</b>	Within 45 days of entry of Preliminary Approval Order, Settlement Administrator shall send Notice by mail to all Settlement Class Members
<b>Motion for Attorneys' Fees, Costs, Expenses, and Service Awards</b>	At least 14 days before the Opt-Out/Objection Deadline
<b>Deadline to Opt-Out/Object From Settlement</b>	Within 60 days after the Notice Commencement Deadline
<b>Claims Deadline</b>	90 days after the Notice Commencement Deadline
<b>Motion for Final Approval of Class Action Settlement</b>	14 days before the Final Approval Hearing
<b>Final Approval Hearing</b>	_____ at _____ a.m.

**IT IS SO ORDERED.**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
HONORABLE JUDGE COHEN  
CIRCUIT COURT JUDGE

— **EXHIBIT E** —



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

**MARK BUCKNER**, on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

**TEMPEL STEEL COMPANY, LLC**,

Defendant.

Case No.: 2025CH07827

Calendar 5

Honorable Judge Cohen

WHEREAS, the Court, having considered the Settlement Agreement filed on \_\_\_\_\_, 2025 (the “Settlement”) between and among Mark Buckner (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below); and (ii) Tempel Steel Company, LLC (“Defendant” or “Tempel”), having considered the Court’s \_\_\_\_\_, 2025 Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), having held a Final Approval Hearing on \_\_\_\_\_, 2025, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. Plaintiff’s Motion for Final Approval of Class Action Settlement Agreement and Award of Attorneys’ Fee Award and Costs, and Class Representative Service Award Payment is GRANTED.

2. This Order and Judgment incorporates herein and makes a part hereof, the

Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over Plaintiff, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

#### **I. CERTIFICATION OF THE SETTLEMENT CLASS**

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Nationwide Class (the “Settlement Class”) for settlement purposes only:

5. All individuals residing in the United States whose Personal Information was potentially compromised in the February 2025 Security Incident affecting Defendant, including all those individuals who received notice of the Security Incident.

6. Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Tempel has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge. Also

excluded from the Settlement Class are those persons identified in Exhibit A hereto, each of whom submitted a timely and valid Request for Exclusion from the Settlement Class prior to the Opt-Out Deadline. Such persons shall not receive the benefits of the Settlement and shall not be bound by this Order and Judgment.

7. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to 735 ILCS 5/2-801 have been met, in that: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the Settlement Class, which common questions predominate over any questions affecting only individual members; (3) the Settlement Class Representative will fairly and adequately protect the interest of the Settlement Class; and (4) the class action is an appropriate method for the fair and efficient adjudication of this controversy. Any objections to the Settlement have been considered and are hereby overruled.

## **II. NOTICE TO THE SETTLEMENT CLASS**

8. The Court finds that Notice has been given to the Settlement Class in the manner

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

## **III. FINAL APPROVAL OF THE SETTLEMENT**

9. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

10. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

11. The Court finds that Plaintiff and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

12. The Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

#### **IV. DISMISSAL OF CLAIMS AND RELEASE**

13. The Action is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

14. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf ("Releasing Parties"), shall be deemed to have fully, finally, and forever released, release, acquit, and forever discharged Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect,

as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, current and former employees (and their dependents), advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns ("Released Parties") from any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Security Incident.

**V. ATTORNEYS' FEE AWARD AND COSTS, AND PLAINTIFF'S SERVICE AWARD PAYMENT**

15. The Court awards attorneys' Fee Award and Costs of \$175,000.00 and a Service Award Payment of \$4,000.00 to the Settlement Class Representative. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement.

**VI. OTHER PROVISIONS**

16. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the settling Parties and



the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

17. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

18. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

**IT IS SO ORDERED.**

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Dated

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HONORABLE JUDGE COHEN  
CIRCUIT COURT JUDGE