

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
LEE COUNTY, ILLINOIS

JOHN LIGHTNER and MATTHEW ALBEE,)
individually and as representatives of a class)
of similarly situated persons,)

Plaintiff,)

v.)

No. 2024LA00004

ALLIED-LOCKE INDUSTRIES, INC.,)
an Illinois corporation,)

Defendant.)

SETTLEMENT AGREEMENT AND RELEASE

This "Settlement Agreement" is made and entered into by and among the following Settling Parties (as defined below): (i) John Lightner, John Lightner Jr. and Matthew Albee ("Representative Plaintiffs"), individually and on behalf of the Settlement Class (as defined below), by and through their counsel Strauss & Borelli, LLP, respectively ("Proposed Class Counsel" or "Class Counsel"); and (ii) Allied-Locke Industries, Inc., ("Allied" or "Defendant") by and through its counsel of record, O'Hagan Meyer LLC. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE CLASS ACTION LAWSUIT

Allied is an Illinois corporation with its principal place of business in Lee County, Illinois. Allied discovered suspicious activity related to some of its computer systems and immediately launched an investigation, with the assistance of third-party forensic specialists, to determine the nature and scope of the activity. The investigation determined that an unauthorized criminal

actor had the ability to access certain files stored on Allied's network between November 8, 2021 and November 14, 2021 ("the Data Security Incident"). Allied then undertook a comprehensive review of the contents of the data determined to be at risk to assess the information present and to whom it related. On March 10, 2022, Allied determined that the potentially impacted files contained certain personal information of a number of individuals that included individuals' names, addresses, Social Security numbers, driver's license numbers, financial account information, medical information, health insurance information, and dates of birth ("Personal Information"). In September of 2022, Allied began providing formal written notice of the Data Security Incident to individuals whose Personal Information may have been accessed in connection therewith. Allied provided notice to a total of 2,619 Individuals.

On or about February 26, 2024, Representative Plaintiffs filed a Class Action Complaint in the Circuit Court of Lee County, Illinois, captioned: *John Lightner and Matthew Albee, et al., v. Allied-Locke Industries Inc.*, No. 2024LA00004 ("the Lawsuit"). John Lightner Jr. was not named as a plaintiff in the Lawsuit but was identified by Class Counsel as a potential substitute plaintiff and is considered a "Representative Plaintiff" herein. In the Lawsuit, the Representative Plaintiffs allege that they received notice from Allied that their Personal Information may have been accessed by an unauthorized third-party criminal in connection with the Data Security Incident. Representative Plaintiffs allege they suffered damages as a result of the potential access to their Personal Information in connection with the Data Security Incident and they claim to seek redress from themselves and the other individuals who received notice that their Personal Information may have been accessed by a third-party criminal in connection with the Data Security Incident ("Settlement Class Members").

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe that the claims asserted in the Lawsuit, as set forth in the complaint, have merit. Representative Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against Allied through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the terms set forth in this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Allied denies each and all of the claims and contentions alleged against it in the Lawsuit. Allied denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Allied has concluded that continuing to defend the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Allied has also considered the uncertainty and risks inherent in any litigation. Allied has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and Allied that, subject to the approval of the Court, the Lawsuit and the Released

Claims shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions.

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 “Claims Administration” means providing notice, in accordance with the terms of this Settlement Agreement, to the Settlement Class Members, and the processing and payment of approved claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means CPT Group or another company agreed upon by the Settling Parties and approved by the Court, experienced in administering class action claims, particularly those arising in network security litigation.

1.5 “Claims Deadline” means the postmark or submission deadline for valid claims, which shall be no more than ninety (90) days from the date Notice is sent to Settlement Class Members.

1.6 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic

verification under penalty of perjury but shall not require notarization. The Claim Form template is attached as **Exhibit C** to this Settlement Agreement.

1.7 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.8 “Court” means the Circuit Court of Lee County, Illinois.

1.9 “Data Security Incident” means the cyber event allegedly suffered by Allied’s vendor wherein an unauthorized third-party potentially accessed and/or acquired files containing the Private Information of approximately 2,619 individuals who are or were customers of Allied or who otherwise tendered Private Information to Allied. The Private Information potentially exposed in the potential Data Security Incident may have included individuals’ names, addresses, account numbers, Social Security numbers, date of birth, and driver’s license numbers.

1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in Section 14 herein have occurred and been met.

1.12 “Facially Valid” means a Claim Form that satisfies the following criteria: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any necessary documentation to reasonably support the claimant’s class membership and the expenses claimed; and (3) the submitted information is sufficient for a reasonable person to conclude that it is more likely than not that the claimant incurred the claimed losses as a result of the Data Security Incident..

1.13 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a

Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.14 "Judgment" means a judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.15 "Notice" means the written notice to be sent to the Settlement Class Members or published on the Settlement Website pursuant to the Preliminary Approval Order.

1.16 The "Notice Commencement Date" means thirty (30) days after the entry of the Preliminary Approval Order.

1.17 "Notice Plan" means the notice plan described in Section 7.

1.18 "Objection Date" means the date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for Allied their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.19 "Opt-Out Date" means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.20 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.21 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.22 "Plaintiffs' Counsel" "Class Counsel" and/or "Proposed Class Counsel" means Strauss & Borelli, LLP.

1.23 "Related Entities" means Allied and their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Allied's predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Lawsuit, other than any Person who is 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 potential Data Security Incident or who pleads *nolo contendere* to any such charge.

1.24 "Released Claims" shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon the Data Security Incident and/or the disclosure of Private

Information in connection with or resulting from the Data Security Incident, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of Private Information in the potential Data Security Incident, including conduct that was alleged or could have been alleged in the Lawsuit, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have up to the entry of the Final order and judgment in this Lawsuit against the Released Entities. Released Claims shall not include the right of Representative Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement. 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 potential Data Security Incident and/or the facts alleged in the Lawsuit. Released Claims shall

include Unknown Claims as defined in ¶ 1.31. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.25 “Released Entities” means Allied and their Related Entities.

1.26 “Representative Plaintiffs” means John Lightner, John Lightner Jr., and Matthew Albee.

1.27 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 “Settlement Class” means all of the approximately 2,619 individuals who were notified that their PII was potentially compromised in the potential Data Security Incident. The Settlement Class specifically excludes: (i) Allied and any of its parents, subsidiaries, affiliates, officers and directors, and any entity in which Allied has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Lawsuit; (v) all judges assigned to hear any aspect of the Lawsuit, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the potential Data Security Incident, or who pleads *nolo contendere* to any such charge.

1.29 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.30 “Settling Parties” means, collectively, Allied and the Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.31 "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Entities that, if known by him or her, might have affected his or her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.32 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.33 "Valid Claims" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Class Certification.

2.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or canceled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Lawsuit shall proceed as though the Settlement Class

had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Settlement Benefits.

3.1 Claims-Made: Subject to the terms of this Settlement Agreement, the Released Entities shall make available the following settlement benefits—on a wholly claims-made basis—to Settlement Class Members who do not timely and validly opt-out of participation in this Settlement:

(a) Documented Ordinary Losses. Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Data Security Incident, up to \$500.00 per individual. Ordinary Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the date of the Data Security Incident through the date of claim submission; and (iii) bank fees, long-distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Security Incident or to mitigating the effects of the Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims with the Claims Form. This can include receipts or other documentation of the costs incurred. "Self-prepared" documents, such as handwritten receipts, are not, on their own, sufficient to qualify for

reimbursement benefits under this Section, but can be considered to add clarity or support to other submitted documentation.

(b) Documented Extraordinary Loss. Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Data Security Incident, up to a maximum of \$3,500.00, upon submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss occurred between the date of the Data Security Incident and the Claims Deadline; (iv) the loss is not already covered by one or more of the other reimbursement categories; (v) the Settlement Class Member made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, Settlement Class Members must submit a Claims Form and supporting documentation of the loss and, if not readily apparent from the documentation, a description of how the loss is fairly traceable to the Data Security Incident.

(c) Lost Time. A Settlement Class Member who spent time remedying issues related to the Data Security Incident can receive reimbursement for up to four (4) hours of lost time at a rate of \$20 per hour (for a total of up to \$80) with an attestation that they spent the claimed time responding to issues raised by the Data Security Incident. No documentation other than the attestation, Claim Form and a description of their actions shall be required for members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent will

be subject to and be applied against the \$500.00 individual cap for Ordinary Loss. Time spent may include, without limitation, (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Data Security Incident, its impact, or how to protect themselves from harm due to a Incident....

3.2 Credit Monitoring. All Settlement Class Members are eligible to enroll in two (2) years of one (1) bureau Credit Monitoring Services, upon submission of a valid Claim Form. Each Settlement Class Member who submits a valid Claim Form for Credit Monitoring Services shall receive an activation code, as set forth below in Section 5. All Claim Forms must be verified by the claimant with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. If the Settlement Class Member seeks the reimbursement option, the Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Security Incident. Failure to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator as described below, shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in Section 4.

3.4 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline. The Notice will specify this deadline, and other relevant dates described herein.

3.5 Notice and Administration Costs: All costs associated with notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by the Released Entities pursuant to their agreed allocation and will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.6 Attorney's Fees and Expenses. Payment of attorneys' fees and expenses will be made in accordance with Section 11 below and will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.7 Service Awards. Payment of any Service Awards to the Representative Plaintiffs will be made in accordance with Section 11 below which shall be paid separate and apart from any other sums agreed to under this Settlement Agreement.

4. Dispute Resolution for Claims.

4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

4.2 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

4.3 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

4.4 The Released Entities shall have the right to audit all claims submitted should the claims rate exceed 10% of the Settlement Class Members eligible to submit a claim.

5. Settlement Administration.

5.1 The Released Entities shall pay all costs associated with the Claims Administrator, including, without limitation, Costs of Claims Administration and Notice, in their entirety and in accordance with this Settlement Agreement.

5.2 The Settling Parties have agreed to request that the Court appoint CPT Group as Claims Administrator. Once approved by the Court, the Claims Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

5.3 The Claims Administrator will cause the Notice Plan to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Claims Administrator may request the assistance of the Settling Parties to facilitate providing notice and to accomplish such other purposes as may be approved by Allied's Counsel and Proposed Class Counsel. The Settling Parties shall reasonably cooperate with such requests.

5.4 Notice to Class Members shall be provided in accordance with the Notice Plan described in Section 7 of this Settlement Agreement ("Notice Plan"). The Notice Plan shall be subject to Court approval to ensure it satisfied constitutional due process requirements.

5.5 Settlement Website: The Claims Administrator shall establish and maintain a dedicated settlement website ("Settlement Website") throughout the claim period. The Settlement

Website will include the Court-Approved Notices to the Class Members, Claim Form, this Settlement Agreement, and copies of any Orders entered by the Court related to this Settlement Agreement. Proposed Class Counsel and Allied's Counsel shall agree on all information and documents to be posted on the Settlement Website.

5.6 Toll-Free Help Line: A toll-free help line, staffed with an adequate number of live operators, shall be made available to address inquiries from Settlement Class Members. Upon request, the Claims Administrator will also provide copies of the Court-approved Notices, Claim Form, as well as this Settlement Agreement.

5.7 Activation Code for Credit Monitoring Services: The Settlement Administrator shall, within forty-five (45) days of receipt of a Valid Claim Form, send an activation code to each Settlement Class Member who submitted a claim for Credit Monitoring Services that can be used to activate Credit Monitoring Services provided for under Section 3 of this Agreement. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after they are sent or mailed and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation.

5.8 Information Required to Facilitate Approval of Settlement: Prior to the Final Fairness Hearing, Proposed Class Counsel and Allied's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration confirming compliance with the Notice Plan set forth in this Agreement. The Claims Administrator shall provide any necessary and appropriate affidavits and/or declarations requested by the Settling Parties to support this filing.

5.9 Modifications to the Form Notices and Claim Form: The Notices and Claim Form approved by the Court may be adjusted by the Claims Administrator, in consultation and agreement with the Settling Parties or their Counsel, provided such modifications are reasonable and consistent with the Court's approval.

6. Administration of Claims.

6.1 The Claims Administrator will carry out Claims Administration in accordance with the terms of this Settlement Agreement, any additional procedures agreed upon by Proposed Class Counsel and Allied's Counsel, and under the supervision and direction of the Court, as circumstances may require.

6.2 To make a claim for any of the Settlement Benefits described above in Section 3, a Settlement Class Member must complete and submit a valid and timely Claim Form. Claim Forms shall be submitted either by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted on or before the Claim Deadline.

6.3 The Claims Administrator will review and evaluate each Claim Form, including any required documentation submitted for timeliness, completeness, and validity.

6.4 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether a submitted claim form is Facially Valid. The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

6.5 The Claims 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. Claim Forms and supporting documentation may be provided to the Court upon request and to Proposed Class Counsel and/or Allied's Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. Allied's Counsel or the Claims Administrator will provide other reports or information as requested by the Court.

6.6 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 3, above. Proposed Class Counsel and Allied's Counsel shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set herein.

6.7 Subject to the terms and conditions of this Settlement Agreement, Released Entities shall transmit needed claimant compensation funds to the Claims Administrator, and the Claims Administrator shall mail or otherwise provide payment for Valid and/or approved Claims.

6.8 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Allied shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

6.9 All Settlement Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

6.10 No Person shall have any claim against the Claims Administrator, Allied, Proposed Class Counsel, Representative Plaintiffs, and/or Allied's Counsel based on distributions of benefits to Settlement Class Members.

6.11 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Allied shall have no obligation to make payments to the Settlement Class Member or expense reimbursement under Section 3, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

7. Notice to Settlement Class.

7.1 The Settling Parties agree that the following Notice Plan provides reasonable notice to the Settlement Class.

7.2 Notice shall be provided to Settlement Class Members via: (1) direct notice as provided herein; and (2) notice on the Settlement Website.

7.3 Within seven (7) days of the entry of the Preliminary Approval Order, Released Entities shall provide the Claims Administrator with the names, email addresses and mailing addresses of the Settlement Class Members known to them.

7.4 Within thirty (30) days after the entry of the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class in accordance with this Notice Plan and subject to the requirements of this Agreement and the Preliminary Approval Order.

7.5 Notice shall be sent to Settlement Class Members via e-mail, unless an e-mail address is unknown or undeliverable, in which case Notice shall be sent via U.S. mail.

7.6 If any mailed Notice is returned by the Postal Service as undeliverable, the Claims Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable mailed Notice is returned without a forwarding address, the Claims Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned as undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Settling Parties nor the Claims Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

7.7 The Notice sent to Settlement Class Members, either by email or mail, will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Claims Administrator shall have the discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Proposed Class Counsel and Allied'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.

7.8 No later than thirty (30) days following entry of the Preliminary Approval Order, and prior to the mailing of the Notice to Settlement Class Members, the Claims Administrator will create a dedicated Settlement Website. The Claims Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice (substantially similar to that attached hereto as **Exhibit B**), and the Claim Form (in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Proposed Class Counsel and Allied's Counsel, for which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Short Form Notice sent to Settlement Class Members.

7.9 The Settlement Website shall be maintained and updated until thirty (30) days after Final Order and Judgment.

7.10 Claim Forms shall be returned or submitted to the Claims Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

7.11 The Released Entities shall pay the entirety of the costs of Claims Administration and the costs of providing Notice to the Settlement Class in accordance with the Preliminary Approval Order.

8. Opt-Out Procedures.

8.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent through the Settlement Website or to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be

able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

8.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

8.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than 10 timely and valid Opt-Outs submitted, Allied's Counsel, by notifying Proposed Class Counsel in writing, voids this Settlement Agreement. If Allied voids the Settlement Agreement pursuant to this paragraph, Allied shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and incentive awards.

8.4 Within fourteen (14) days after the last day of the Opt-Out Period, the Claims Administrator shall furnish to Proposed Class Counsel and to Allied's Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

9. Objection Procedures.

9.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of

original notice of the Data Security Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement of whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Allied's Counsel as set forth below. For all objections mailed to Proposed Class Counsel and Allied's Counsel, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and e-mail at:

Cassandra Miller
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
cmiller@straussborrelli.com

Upon Allied's Counsel via mail and e-mail at:

James W. Davidson
O'Hagan Meyer LLC
One East Wacker Drive
Suite 3400
Chicago, Illinois 60601
jdavidson@ohaganmeyer.com

9.2 Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement

Agreement and by all proceedings, orders and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

10. Releases.

10.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

10.2 Upon the Effective Date, Allied shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

11. Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs.

11.1 Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Representative Plaintiffs, shall be paid by the Released Entities as set forth herein, subject to Court approval.

11.2 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Allied would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs as may be agreed to by Allied's Counsel and the Proposed Class Counsel and/or as ordered by the Court. Allied's Counsel and Proposed Class Counsel then negotiated and agreed to the procedure described herein.

11.3 Attorney Fees and Costs: The Settling Parties agree that Proposed Class Counsel will file a motion for the Court's approval of attorneys' fees, costs, and expenses in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00). Allied's Counsel has agreed to not object to a request for attorneys' fees, costs, and expenses in an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00). If approved by the Court, Released Entities will pay the Court-approved amount for attorneys' fees and costs up to One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to an account established by Proposed Class Counsel no later than thirty (30) days after the Effective Date. The attorneys' fees and costs will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

11.4 Service Awards: The Settling Parties agree that each Representative Plaintiff will request a Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) in recognition of their efforts in the litigation and their commitment to representing the Settlement Class. Allied's Counsel has agreed to not oppose Representative Plaintiffs' requests

for Service Awards in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) each. If approved by the Court, Released Entities will pay or cause to be paid the Service Awards to an account established by Proposed Class Counsel. The Service Awards will be paid separate and apart from any other sums agreed to under this Settlement Agreement.

11.5 Timing of Application to Court: Proposed Class Counsel will file the motion for approval of the Service Awards and attorneys' fees and expenses with the Court no later than _____ fourteen (14) days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

11.6 Timing of Payment: Allied shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs to an account established by Proposed Class Counsel within thirty (30) days after the entry of an order of Final Approval, regardless of any appeal that may be filed or taken by any Settlement Class Member or third party.

11.7 If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Allied shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

11.8 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to

Proposed Class Counsel or the Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

12. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing.

12.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order substantially similar in form, in both terms and cost, to that attached hereto as **Exhibit D**, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for a Class Representative Service Awards and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;
- f) approval of (1) a customary short-form notice, substantially similar to the one attached hereto as **Exhibit A** ("Short-Form Notice"), to be sent to Settlement Class Members by email, or if the email is undeliverable, the Short-Form Notice will instead be sent by mailed postcard; and (2) a customary long-form notice, substantially similar to the one attached hereto as **Exhibit B** ("Long-Form Notice"), to be posted on the Settlement Website. Together, the Notices shall include a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out

of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) appointment of a Claims Administrator, or such other provider of claims administrative services, as may be jointly agreed to by the Settling Parties; and

- h) approval of a claim form substantially similar to that attached hereto as **Exhibit C.**

12.2 The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval.

13. Final Approval Hearing.

13.1 Proposed Class Counsel and Allied's Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

13.2 The Settling Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and sixty (160) days after the entry of the Preliminary Approval Order.

13.3 Proposed Class Counsel will file with the Court their brief in support of Final Approval, attorneys' fees and costs and Service Award no later than fourteen (14) days before the Final Approval Hearing, or as directed by the Court.

13.4 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Allied's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

13.5 At least twenty-one (21) days prior to the Final Approval Hearing, the Claims Administrator shall provide an appropriate affidavit or declaration detailing its compliance with the Court-approved Notice Plan. This document will be provided to Proposed Class Counsel and Allied's Counsel for filing with the Court in support of the Settling Parties' request for Final Approval of this Settlement Agreement.

13.6 The Settling Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit E** attached hereto.

14. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

14.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing;
- b) Allied has not exercised its option to terminate the Settlement Agreement;
- c) the Court has entered the Judgment granting Final Approval to the settlement as set forth herein; and
- d) the Judgment has become Final.

14.2 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Lawsuit and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Lawsuit 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 Agreement shall be

treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Allied shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution. Allied shall not, at any time, seek reimbursement for these costs from any other party to the Lawsuit or their counsel.

15. Miscellaneous Provisions.

15.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

15.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The settlement is a compromise of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

15.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Entities in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

15.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

15.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Lawsuit settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Allied and Representative Plaintiffs in connection with the payment of the Lawsuit settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Allied and Representative Plaintiffs.

15.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are

expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

15.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

15.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

15.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

15.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

15.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations

of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois.

15.13 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its;" and "him" means "him, her, or it." "She" means "she, he, or it;" "hers" means "hers, his, or its;" and "her" means "her, him, or it." "It" means "it, he, she, him, or her;" and "its" means "its, his, or hers."

15.14 All dollar amounts are in United States dollars (USD).

15.15 All agreements made and orders entered during the course of the Lawsuit relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

AGREED TO BY:

PLAINTIFFS AND COUNSEL:

Plaintiff John Lightner

Date: _____

Matthew Albee
Plaintiff Matthew Albee

Date: 02 / 20 / 2025

Plaintiff John Lightner Jr.

Date: _____

Cassandra Miller
STRAUSS BORRELLI PLLC

Date: 2-26-25

By: Cassandra Miller
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
cmiller@straussborrelli.com
**Counsel for Plaintiffs John Lightner, John Lightner Jr.
and Matthew Albee and the Proposed Class**

AND

DEFENDANT AND COUNSEL:

Jeff Shaum
Allied-Locke Industries, Inc.

Date: 3-10-25

By: _____

James W. Davidson
O'HAGAN MEYER LLC

Date: 3-10-25

By: James W. Davidson
One East Wacker Drive
Suite 3400
Chicago, Illinois 60601
Telephone: (312) 422-6100
Facsimile: (312) 422.6110
jdavidson@ohaganmeyer.com
Counsel for Allied-Locke Industries, Inc.

AGREED TO BY:

PLAINTIFFS AND COUNSEL:

John Lightner
Plaintiff John Lightner

Date: 03 / 04 / 2025

Plaintiff Matthew Albee

Date: _____

Plaintiff John Lightner Jr.

Date: _____

STRAUSS BORRELLI PLLC

Date: _____

By: Cassandra Miller
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
cmiller@straussborrelli.com
*Counsel for Plaintiffs John Lightner, John Lightner Jr.
and Matthew Albee and the Proposed Class*

AND

DEFENDANT AND COUNSEL:

Jeff Shoen
Allied-Locke Industries, Inc.

Date: 3-10-25

By: _____

Date: _____

O'HAGAN MEYER LLC

By: James W. Davidson
One East Wacker Drive
Suite 3400
Chicago, Illinois 60601
Telephone: (312) 422-6100
Facsimile: (312) 422.6110
jdavidson@ohaganmeyer.com
Counsel for Allied-Locke Industries, Inc.

AGREED TO BY:

PLAINTIFFS AND COUNSEL:

Plaintiff John Lightner Date: _____

Plaintiff Matthew Albee Date: _____

Plaintiff John Lightner Jr. Date: 03 / 05 / 2025

Date: _____

STRAUSS BORRELLI PLLC

By: Cassandra Miller

One Magnificent Mile

980 N Michigan Avenue, Suite 1610

Chicago IL, 60611

Telephone: (872) 263-1100

Facsimile: (872) 263-1109

cmiller@straussborrelli.com

Counsel for Plaintiffs John Lightner, John Lightner Jr.

and Matthew Albee and the Proposed Class

AND

DEFENDANT AND COUNSEL:

Jeff Shoen Date: 3-10-24
Allied-Locke Industries, Inc.

By: _____

Date: _____

O'HAGAN MEYER LLC

By: James W. Davidson

One East Wacker Drive

Suite 3400

Chicago, Illinois 60601

Telephone: (312) 422-6100

Facsimile: (312) 422.6110

jdavidson@ohaganmeyer.com

Counsel for Allied-Locke Industries, Inc.