

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

KENNETH OKONSKI, et al., individually and)
on behalf of all others similarly situated,)
))
))
Plaintiffs,)
))
vs.))
))
PROGRESSIVE CASUALTY)
INSURANCE COMPANY,)
))
Defendant.)
_____)

Case No. 1:23-cv-01548
Judge Patricia A. Gaughan

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by and between Progressive Casualty Insurance Company (“Progressive” or “Defendant”), and Kenneth Okonski, Bradley Okonski, Edward Reis, Tosif Khan, Kulsoom Tosif, Eduardo Barbosa, Rebecca Johnson, Stephen Johnson, Roxanne Trigg, Giovanni Madaffari, and Dodie Waden (“Plaintiffs”), both individually and on behalf of the Settlement Class, in the case of *Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG, currently pending in the United States District Court for Northern District of Ohio. Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

I. RECITALS

1. This Settlement arises out of a security incident (“Security Incident”) that TTEC Financial Services Management, LLC (“TTEC”), one of Defendant’s third-party call center vendors, experienced from May 2021 to May 2023. The Security Incident involved certain of the

vendor's employees delegating, without permission, their call center job duties to other individuals who were not employed by the vendor. As a result, certain personal information of Progressive customers who called the call center may have been viewed by the unauthorized individuals who were performing the job duties of the vendor's employees. The personal information involved included first and last names, Social Security numbers, driver's license numbers, dates of birth, email addresses, phone numbers, financial account numbers, routing numbers, financial institution names, and credit/debit card numbers and expiration dates. Plaintiffs allege that the Security Incident caused their personally identifiable information to be accessed without authorization, purportedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy, among other alleged harms.

2. In early August 2023, Progressive sent notices to customers whose personal information may have been viewed without authorization as a result of the Security Incident. In the notices, Progressive offered the potentially impacted customers two years of a credit and identity monitoring service provided by Experian.

3. On August 8, 2023, Plaintiff Kenneth Okonski filed a complaint against Defendant in the United States District Court for the Northern District of Ohio, asserting claims related to the Security Incident on behalf of a putative class of individuals who received a Notice of Security Incident letter that Progressive sent to impacted consumers on August 1, 2023. Twelve lawsuits in total were filed against Progressive relating to the Security Incident. As of the date of this Settlement, ten of those remain pending (defined below as the "Pending Individual Lawsuits").¹ See Appendix 1.

¹ Two lawsuits, *Troy Martin v. Progressive Casualty Insurance Company*, No. 8:23-cv-02086 (M.D. Fla.) and *Carlos Quijada v. Progressive Casualty Insurance Company*, No. 8:23-cv-61836 (S.D. Fla.), were voluntarily dismissed without prejudice on September 29, 2023.

4. On September 22, 2023, the Honorable Judge Patricia A. Gaughan ordered that the cases already pending in the Northern District of Ohio, as well as any subsequent cases filed before her, be consolidated under the action filed by Plaintiff Kenneth Okonski.

5. On September 25, 2023, Judge Gaughan entered an order appointing William B. Federman and Gary M. Klinger as interim co-lead class counsel and Brian L. Flick as interim liaison counsel.

6. On November 20, 2023, Plaintiffs filed their Consolidated Class Action Complaint (the “Complaint”). The Complaint asserted various legal claims including (i) negligence; (ii) unjust enrichment; (iii) breach of implied contract; (iv) declaratory judgment; (v) negligent training, hiring, and supervision; (vi) violation of California’s Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq. (“CCPA”); (vii) violation of California’s Customer Records Act, Cal. Civ. Code § 1798.80 et seq. (“CCRA”); (viii) violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (“UCL”); (ix) violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”); (x) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”); (xi) breach of fiduciary duty; and (xii) invasion of privacy. Defendant filed a motion to dismiss on December 22, 2023, Plaintiffs filed an opposition on January 22, 2024, and Defendants filed a reply in support on February 12, 2024.² The consolidated proceedings in the Northern District of Ohio are referred to herein as the “Litigation.”

7. With the assistance of experienced mediator Hon. Wayne R. Andersen (Ret.), counsel for the Parties engaged in extensive negotiations concerning a possible settlement of the claims asserted in the Litigation, including a day-long mediation session on May 14, 2024, which

² An additional related case, *Waden v. Progressive Casualty Insurance Company*, Case No. 1:24-cv-00422-PAG, was transferred to this Court and consolidated in these proceedings on March 5, 2024.

ultimately resulted in a settlement in principle, the terms of which are reflected in this Settlement Agreement.

8. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Complaint.

9. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged in the Litigation and events underlying it, have made a thorough study of the legal principles applicable to the claims and defenses, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

10. The Parties desire to settle the Litigation, the allegations and/or subject matter of the Complaint, and all claims arising out of or related to the Security Incident on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continued litigation.

11. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

12. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by Defendant of any wrongdoing

whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or otherwise relating to the Security Incident, or that any such claims would be suitable for class treatment.

13. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, and all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations and/or subject matter of the Complaint and Litigation, and all matters and claims that could have been asserted in the Litigation, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. DEFINITIONS

14. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

- a. “Agreement” or “Settlement Agreement” means this agreement.
- b. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Class Counsel’s claim or request (and any request made by any other attorneys) for payment of attorneys’ fees, expenses, and Litigation Costs incurred in respect of the Litigation.
- c. “Cash Award” shall have the meaning given in Paragraph 28(a).
- d. “Claim Check” shall have the meaning given in Paragraph 40.
- e. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under the laws of the United States but shall not require a

notarization or any other form of verification.

f. “Claim Payment” shall have the meaning given in Paragraph 38.

g. “Claims Deadline” means the deadline for filing claims set at a date certain ninety (90) Days from the Notice Date, as defined in Paragraph 54.

h. “Claims Period” means the period for filing claims up until a date certain ninety (90) Days from the Notice Date, as defined in Paragraph 54.

i. “Claimants” shall have the meaning given in Paragraph 28.

j. “Class Counsel” shall mean Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC located at 227 W. Monroe Street, Suite 2100, Chicago, Illinois 60606 and William B. Federman of Federman & Sherwood, located at 10205 North Pennsylvania Avenue, Oklahoma City, OK 73120.

k. “Class List” shall have the meaning given in Paragraph 53.

l. “Class Notice” means the notice of this Settlement to be provided to Settlement Class members, which shall include the Long-Form Notice and Postcard Notice, substantially in the form attached hereto as **Exhibits B and C**, respectively.

m. “Class Representatives” means Plaintiffs Kenneth Okonski, Bradley Okonski, Edward Reis, Tosif Khan, Kulsoom Tosif, Eduardo Barbosa, Rebecca Johnson, Stephen Johnson, Roxanne Trigg, Giovanni Madaffari, and Dodie Waden.

n. “Court” means the United States District Court for the Northern District of Ohio.

o. “Cy Pres Designee” means the National Cybersecurity Alliance, a not-for-profit entity mutually agreed upon by the Parties that will be submitted to the Court in a subsequent filing, who may receive unclaimed residual funds as set forth in Paragraph 41, subject to approval

by the Court.

p. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further, and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

q. “Defendant’s Counsel” means King & Spalding LLP, 1180 Peachtree Street NE, Suite 1600, Atlanta, GA 30309.

r. “Effective Date” means the date defined in Paragraph 105.

s. “Final” with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; and (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand).

t. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for an Attorneys’ Fees, Costs, and Expenses Award and for Service Awards should be approved.

u. “Final Approval Order” means the order of the Court finally approving this Settlement.

v. “Final Judgment” means the dismissal with prejudice of the Litigation,

including the Pending Individual Lawsuits, entered in connection with the Final Approval Order.

w. “Litigation” means the consolidated class action lawsuit captioned *Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG, currently pending in the United States District Court for the Northern District of Ohio.

x. “Litigation Costs” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, and settling the Litigation, and obtaining a Final Approval Order and Final Judgment.

y. “Long-Form Notice” means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.

z. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys’ Fees, Costs, and Expenses Award approved by the Court., and; (v) the cost of any Credit Monitoring or Documented Losses validly claimed.

aa. “Notice and Claims Administration Costs” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement.

bb. “Notice Date” means the date defined in Paragraph 54.

cc. “Notice Program” means the notice program described in Section XI.

dd. “Objection(s)” shall have the meaning set forth in Paragraphs 63 and 64.

ee. “Objection Deadline” shall have the meaning set forth in Paragraph 64 or as otherwise ordered by the Court.

ff. “Opt-Out Date” shall have the meaning set forth in Paragraph 69.

gg. “Parties” means Plaintiffs collectively and Defendant, and a “Party” means either Plaintiffs or the Defendant.

hh. “Pending Individual Lawsuits” means the actions listed in Appendix 1 that were consolidated into this Litigation.

ii. “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.

jj. “Plaintiffs’ Released Claims” means all claims and other matters released in and by Paragraph 96 of this Settlement Agreement.

kk. “Postcard Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as attached as **Exhibit C** to this Settlement Agreement.

ll. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

mm. “Preliminary Approval Order” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, directing that notice be provided to the Settlement Class, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.

nn. “Related Entities” means Defendant’s or TTEC’s past or present parents,

subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, including those entities with whom Defendant or TTEC has a management services agreement and those entities that Defendant or TTEC controls, as well as each of Defendant's or TTEC's and these entities' respective predecessors, successors, assigns, shareholders, members, trustees, directors, officers, employees, principals, agents, attorneys, representatives, providers, advisors, consultants, contractors, vendors, partners, insurers, reinsurers, and subrogees, and includes, without limitation, any person or entity related to any such entity who is, was, or could have been named as a defendant in this Litigation.

oo. "Released Claims" means all Plaintiffs' Released Claims and Released Class Claims.

pp. "Releases" shall have the meaning set forth in Paragraphs 95 through 100.

qq. "Released Class Claims" means all class claims and other matters released in and by Section XIX of this Settlement Agreement.

rr. "Releasing Parties" shall be defined as Plaintiffs, those Settlement Class Members who do not validly and timely opt out of the Settlement Class, and all of their respective present or past spouses, heirs, executors, representatives, estates, administrators, predecessors, successors, assigns, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, partners, attorneys, accountants, financial and other advisors, underwriters, lenders, auditors, investment advisors, legal representatives, companies, firms, trusts, and corporations and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

ss. "Released Parties" means Defendant, TTEC, and the Related Entities, as well as their respective present or past joint ventures, parent companies, subsidiaries, licensors,

licensees, associates, affiliates, employers, administrators, employees, agents, consultants, insurers, reinsurers, directors, managing directors, officers, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns, companies, firms, trusts, and corporations, whether foreign or domestic, that are owned or controlled by Defendant, TTEC, or the Related Entities.

tt. “Request for Exclusion” shall have the meaning set forth in Paragraph 69.

uu. “Security Incident” means the alleged viewing of personal information of Progressive’s customers by an unauthorized individual because of a security event experienced by TTEC, one of Progressive’s third-party call center vendors, from May 2021 to May 2023.

vv. “Service Award” shall have the meaning set forth in Paragraph 74.

ww. “Settlement” means the settlement reflected by this Settlement Agreement.

xx. “Settlement Administrator” means the class action settlement administrator retained by Class Counsel to carry out the Notice Program and administer the claims and Settlement Fund distribution process, along with any other responsibilities as set forth in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court. After reviewing bids, Class Counsel, subject to Court approval, have selected Kroll Settlement Administration LLC (“Kroll”) as the Settlement Administrator in this matter.

yy. “Settlement Agreement” means this Settlement Release and Agreement, including all exhibits hereto.

zz. “Settlement Class” means the individuals in the United States who Progressive identified as potentially having their personal information viewed by an unauthorized individual because of the security event experienced by TTEC, one of Progressive’s third-party

call center vendors, from May 2021 to May 2023. Excluded from the Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant's affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

aaa. "Settlement Class Member(s)" means all persons who are members of the Settlement Class. The Settlement Class consists of approximately 350,000 persons.

bbb. "Settlement Class Released Claims" shall have the meaning set forth in Paragraph 97.

ccc. "Settlement Fund" means the non-reversionary sum of three million two hundred fifty thousand dollars and zero cents (\$3,250,000.00), to be paid by TTEC on behalf of Defendant as specified in this Settlement Agreement, including any interest accrued thereon after payment, which shall be used as the only source of payment for all costs of the Settlement.

ddd. "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

eee. "TTEC" means TTEC Financial Services Management LLC.

fff. "Tax and Tax-Related Expenses" means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

ggg. “Unclaimed Funds” means the sum of the Net Settlement Fund that remain after the payment of the Costs of Settlement Administration, Service Award, Fee Award and Costs, Taxes and Tax-Related Expenses, Credit Monitoring and Insurances Services, and after the expiration of checks issued to Settlement Class Members who submitted a valid and timely Claim Form for Documented Loss Payments and/or Cash Awards, and any Subsequent Settlement Payment (described herein).

hhh. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

iii. “Valid Claims” means Settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement benefit election, and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

III. CERTIFICATION OF THE SETTLEMENT CLASS

15. For settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class.

16. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then the Plaintiffs’ request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding. In that event, Defendant reserves the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall be offered by any person in any litigation or other proceeding against Defendant or any Related Entities as evidence in support of a motion to certify any class.

IV. THE SETTLEMENT FUND

17. **The Settlement Fund:** Defendant is responsible for making a payment of three million two hundred fifty thousand dollars and zero cents (\$3,250,000.00), which shall constitute the Settlement Fund. The Parties acknowledge and agree that TTEC will fund the Settlement Fund on Defendant's behalf, pursuant to a separate agreement between Defendant and TTEC. TTEC shall first deposit an initial up-front amount of \$215,000.00 into the Settlement Fund, to cover initial notice and administration costs, within thirty (30) Days after the Court enters a Preliminary Approval Order. TTEC shall fund the balance of the Settlement Fund within thirty (30) Days of the Effective Date. For the avoidance of doubt, Defendant's liability under this Agreement shall not exceed three million two hundred fifty thousand dollars and zero cents (\$3,250,000.00), inclusive of any Service Awards; any Attorneys' Fees, Costs, and Expenses Award; any Notice and Claims Administration Costs; any payments made or other benefits provided to Settlement Class Members; and any taxes applicable to the Settlement Fund. The timing set forth in this provision is contingent upon Defendant's receipt of a Form W-9 and payment instructions from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued. Defendant shall have the obligation to promptly provide such information to TTEC. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the initial payment specified by this paragraph shall be made within Thirty (30) Days after Defendant receives this information.

18. **Custody of the Settlement Fund:** The Settlement Fund shall be deposited in an appropriate qualified settlement fund established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

19. **Effect of Termination:** In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Settlement Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Settlement Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to the payor of the Settlement Fund; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

20. **Non-Reversionary:** This Settlement is non-reversionary. As of the Effective Date, all rights of Defendant (and TTEC, as payor of the Settlement Fund) in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section XVIII of this Settlement Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned.

21. **Use of the Settlement Fund:** As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by Class Counsel and the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award approved by the Court, and (v) any payments made or other benefits provided to Settlement Class Members, pursuant to the terms and conditions of this Settlement Agreement. The Settlement Administrator will maintain control over the Settlement Fund and shall be responsible for all disbursements, including payment of any applicable taxes.

22. **Payment/Withdrawal Authorization:** No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by this Settlement Agreement, or (ii) as may be approved by the Court. Class Counsel may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

23. **Payments to Class Members:** The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Settlement Agreement.

24. **Treasury Regulations and Fund Investment:** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-

bearing account as may be reasonably necessary during the check-clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.

25. **Taxes:** All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered part of the Notice and Claims Administration Costs, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for any taxes related to the Settlement (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. Under no circumstances will Defendant have any liability for taxes or tax expenses under the Settlement Agreement.

26. **Limitation of Liability**

a. Defendant and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against

the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

V. CONFIRMATORY DISCOVERY REGARDING ENHANCED PROTOCOLS

27. Class Counsel acknowledges that Defendant provided them with a representative sample of formal correspondence sent by Defendant to its regulators explaining enhanced protocols implemented by Defendant and TTEC following the Security Incident.

VI. BENEFITS TO SETTLEMENT CLASS MEMBERS

28. Settlement Payments. Each Settlement Class Member who submits a valid and timely Claim Form (“Claimants”) may qualify for one of the following:

a. Cash Award. Settlement Class Members who submit a valid and timely Claim Form may elect a claim to receive a payment (a “Cash Award”). The amount of the Cash Award will be calculated in accordance with Paragraph 30(b), below.

b. Documented Loss Payment. In the event a Settlement Class Member does not elect a Cash Award, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must make this election on the Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

29. Credit Monitoring and Insurance Services. Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of Credit Monitoring and Insurance Services (“CMIS”) regardless of whether they also make a claim for a Settlement Payment pursuant to Paragraph 28 above. The CMIS will include up to \$1 million of identity theft insurance coverage and three bureau credit monitoring.

30. Distribution of Settlement Payments.

a. The Settlement Administrator will first pay for CMIS claimed by a Settlement Class Member who submits a valid and timely Claim Form. The cost of CMIS validly claimed will be paid from the Settlement Fund. The Settlement Administrator will next use the Net Settlement Fund to pay all valid Documented Loss Payments. The amount remaining after all Documented Loss Payments are applied and the payments for the CMIS are made shall be referred to as the “Net Settlement Fund.”

b. The Settlement Administrator shall utilize the Net Settlement Fund to make all Cash Award payments pursuant to Paragraph 28(a). The amount of each Cash Award payment

shall be calculated by dividing the Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Cash Award.

VII. SETTLEMENT ADMINISTRATION

31. All agreed-upon and reasonable Notice and Claims Administration Costs will be paid from the Settlement Fund.

32. Class Counsel represent that they solicited competitive bids for Settlement administration, including Notice and Claims Administration Costs.

33. The Settlement Administrator will provide written notice of the Settlement terms to all Settlement Class Members for whom Defendant has provided a valid mailing address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing.

34. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court.

35. The Settlement Administrator will administer the settlement process in accordance with the terms of the Settlement Agreement and as directed by Class Counsel, subject to the Court's supervision and direction as circumstances may require.

36. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

37. Within sixty (60) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for CMIS benefits with enrollment instruction for the CMIS.

38. For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the

Settlement Administrator shall disburse any monies due to that Settlement Class Members (*i.e.*, the “Claim Payment”) using the Settlement Class Member’s preferred method within twenty-one (21) days from the Effective Date.

39. Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

40. All Settlement Payments issued to Settlement Class Members via Claim Check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the “Check Void Date”). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

41. To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payments to participating Settlement Class Members, a “Subsequent Settlement Payment” will be evenly made to all Participating Settlement Class Members whose claims for monetary benefits (Settlement Payments) were approved and, in the event the Settlement Class Member requested payment via check, also cashed or deposited their initial Settlement Payment, provided that the average Subsequent Settlement Payment is equal or greater to Ten Dollars and No Cents (\$10.00). In the event that a Subsequent Settlement Payment would exceed Two Hundred and Fifty Dollars and No Cents (\$250.00), then the Parties will seek guidance from the Court on how to disburse the remaining Net Settlement Fund. If the average Subsequent Settlement Payment would be less than \$10.00, the remaining Net Settlement Fund will be used to extend for as long as possible the CMIS benefits claimed and utilized by

Settlement Class Members. Any amount remaining in the Net Settlement Fund after said extension is accomplished (the “Unclaimed Fund”), if any, shall be distributed to the Cy Pres Designee.

42. Proposed Settlement Class Counsel and counsel for Progressive shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

43. All Settlement Class Members who fail to timely submit a claim 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.

44. No Person shall have any claim against the Settlement Administrator, claims referee, Progressive, Proposed Settlement Class Counsel, Plaintiffs, and/or Defendant’s Counsel based on distributions of benefits to Settlement Class Members.

45. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date.

VIII. CAFA NOTICE

46. The Settlement Administrator will serve the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court.

IX. COVENANTS NOT TO SUE

47. The Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any

of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

X. REPRESENTATIONS AND WARRANTIES

48. Each Party represents that:

a. such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

b. such Party is voluntarily entering into the Agreement as a result of arm's length negotiations conducted by its counsel;

c. such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;

d. such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;

e. the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

f. except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Agreement;

g. each of the Parties assumes the risk of mistake as to facts or law;

h. this Agreement constitutes a valid, binding, and enforceable agreement; and

i. no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

49. The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

50. The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

XI. NOTICE TO SETTLEMENT CLASS MEMBERS

51. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

52. Direct notice shall be provided to Settlement Class Members via U.S. Mail, for Settlement Class Members for whom the Settlement Administrator has a valid address.

53. Within thirty (30) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the list of names and addresses used by Progressive to provide notice of the Security Incident in August 2023 to potentially impacted customers (the "Class List"). The Settlement Administrator shall, by using the National Change of

Address database maintained by the U.S. Postal Service (the “Postal Service”), obtain updates, if any, to the mailing addresses.

a. Defendant shall provide the Class List to the Settlement Administrator only for the purposes of Settlement administration. The Settlement Administrator shall not provide the Class List to Class Counsel.

b. To the extent Class Counsel learns the identity, address, or email address of any Settlement Class Member(s) in connection with the Settlement administration process through any means, including, but not limited to, if Class Counsel is contacted by any Settlement Class Member(s) after such Settlement Class Member(s) receive Class Counsel’s contact information on the Class Notice or Claim Form, Class Counsel shall not use that information for any purpose other than assisting Settlement Class Member(s) with the Settlement process. Class Counsel shall not use information obtained through the Settlement administration process regarding the identity of and/or last-known address of any Class Member(s) to solicit or notify any such Settlement Class Member(s) about any other currently-pending or future actions that such Settlement Class Member(s) may be able to join and/or bring. Nothing in this Settlement Agreement shall restrict Class Counsel’s ability and right to represent any Class Member(s) in this Litigation or in any other currently-pending or future action in the event that such Settlement Class Member(s) independently approach(es) Class Counsel seeking representation in connection with their potential rights to assert claims against any entity or is approached by Class Counsel without using information obtained in connection with the Settlement administration process in this Litigation.

54. Within sixty (60) Days following entry of a Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall provide Postcard Notice to all Settlement Class Members. The Settlement Administrator shall mail a Claim Form to Settlement Class Members

upon written or telephonic request. An electronic version of the Claim Form shall also be provided on the Settlement Website.

55. If any Postcard Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. For Postcard Notices returned with no forwarding address, the Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing.

56. The mailed notice will consist of the Postcard Notice substantially in the form of **Exhibit C**. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing of the Postcard Notice is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including 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 the Court's orders.

57. No later than sixty (60) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Postcard Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Long-Form Notice, Claim Form, this Settlement Agreement, the Preliminary Approval Order, and other relevant settlement and Court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available on the Settlement Website shall be included in the

Postcard Notice. The Settlement Administrator shall also create and implement an Interactive Voice Response system, with a live operator option, and an email inbox, both of which Settlement Class Members may use to obtain information about the Settlement and Claims process.

58. Settlement Class Members shall be able to submit their Claim Forms via the Settlement Website. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Effective Date.

59. Claim Forms shall be returned or submitted to the Settlement Administrator electronically on the Settlement Website or via U.S. Mail, electronically submitted or postmarked (as the case may be) by the Claims Deadline set by the Court or be forever barred unless otherwise ordered by the Court.

60. The Long-Form Notice and Postcard Notice approved by the Court may be adjusted by the Settlement Administrator in consultation with and agreement by the Parties, as may be reasonable and necessary and not inconsistent with the Court's approval.

61. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court an appropriate affidavit or declaration concerning compliance with the Court-approved Notice Program.

XII. OBJECTIONS TO THE SETTLEMENT

62. Any Settlement Class Member who has not excluded himself or herself from the Settlement and who wishes to object to the Settlement Agreement must file with the Court a written objection to the Settlement ("Objection").

63. Each Objection must (i) include the case name and number of the Litigation (*Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG), (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature;

(iv) contain a statement affirming that the Settlement Class Member is a member of the Settlement Class because he or she received the August 1, 2023 Notice of Security Incident letter from Defendant; (v) state that the Settlement Class Member objects to the Settlement, in whole or in part; (vi) set forth a statement of the legal and factual basis for the Objection; (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) identify any attorney representing the Settlement Class Member with respect to, or who provided assistance to the Settlement Class Member in drafting, his or her Objection, if any; (ix) contain the signature, name, address, telephone number, and email address of the Settlement Class Member's attorney, if any; (x) contain a list, including 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 in the past three (3) years; (xi) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class, and (xii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through an attorney.

64. Objections must be filed with the Court no later than sixty (60) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Postcard Notice and Long-Form Notice.

65. Class Counsel and Defendant's Counsel may, but are not required to, respond to Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

66. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing with counsel, he or she must also file a notice of appearance with the Court prior to the Final Approval Hearing.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, his or her written Objection must also (i) identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers; (ii) identify any witnesses whom the objecting Settlement Class Member intends to call to testify; and (iii) include a description of any documents or evidence that the objecting Settlement Class Member intends to offer.

67. Any Settlement Class Member who fails to timely file an Objection pursuant to the requirements set forth in this section, and as otherwise ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or other means, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

68. The exclusive means for any challenge to the Settlement shall be through the provisions of Section XII of this Settlement Agreement.

XIII. OPT OUT PROCEDURES

69. Each person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent (a “Request for Exclusion”) to the designated Post Office box established by the Settlement Administrator. The written notice must (i) identify the case name and number of this Litigation (*Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG); (ii) state the Settlement Class Member’s full name, address, email address, and telephone number; (iii) contain the Settlement Class Member’s personal and original signature; (iv) state unequivocally the Settlement Class Member’s intent to

be excluded from the Settlement Class, and; (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, a Request for Exclusion must be postmarked no later than sixty (60) Days after the Notice Date (the “Opt-Out Date”).

70. All Requests for Exclusion must be submitted individually in connection with a single Settlement Class Member, *i.e.*, one request is required for each Settlement Class Member seeking exclusion. Any Requests for Exclusion purporting to seek exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

71. All individuals who submit valid and timely Requests for Exclusion, as set forth in Paragraph 69 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement, and shall not be entitled to object to or appeal any aspect of the Settlement. All Settlement Class Members who do not validly and timely opt-out of the Settlement Class in the manner set forth in Paragraph 69 above shall be bound by the terms of this Settlement Agreement and the Final Judgment entered thereon, and all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

72. Seven (7) Days after the Opt-Out Date, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion that were submitted to the Settlement Administrator. Class Counsel may present to the Court the number of Opt-Outs (if any), as well as a list of Opt-Outs that includes only first name, last initial, city, and state of each Opt-Out, no later than fourteen (14) Days before the Final Approval Hearing.

XIV. ATTORNEYS’ FEES, COSTS, AND EXPENSES, AND SERVICE AWARDS

73. Class Counsel shall request the Court to approve an award of Attorneys’ Fees, Costs, and Expenses Award not to exceed one-third (33%) of the amount of the Settlement Fund,

which shall include up to \$50,000 in reasonable Litigation Costs. Any Attorneys' Fees, Costs, and Expenses Award approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund no later than seven (7) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount of any Attorneys' Fees, Costs, and Expenses Award shall be paid from the Settlement Fund, and other than paying for the Settlement Fund as provided for in this Settlement Agreement, Defendant shall have no obligation or liability with respect to payment of any attorneys' fees, costs, or expenses incurred by Class Counsel in the Litigation.

74. Class Counsel shall request the Court to approve a service award of two thousand dollars (\$2,000) for each of the named Class Representatives (Kenneth Okonski, Bradley Okonski, Edward Reis, Tosif Khan, Kulsoom Tosif, Eduardo Barbosa, Rebecca Johnson, Stephen Johnson, Roxanne Trigg, Giovanni Madaffari, and Dodie Waden), which award is intended to recognize Plaintiffs for their efforts in the Litigation and commitment on behalf of the Settlement Class (the "Service Award"). For the avoidance of doubt, the Court-approved amount for any Service Award shall be paid from the Settlement Fund, and other than paying for the Settlement Fund as provided for in this Settlement Agreement, Defendant shall have no obligation or liability with respect to payment of any Service Awards (or any other compensation to the Class Representatives). If approved by the Court, this Service Award will be paid by the Settlement Administrator from the Settlement Fund no later than seven (7) Days after the Effective Date.

75. The Parties did not discuss or agree upon payment of the Service Awards or Attorneys' Fees, Costs, and Expenses until after they agreed on all other materials terms of the Settlement.

76. Class Counsel will file applications with the Court for the requested Service Awards and Attorneys' Fees, Costs, and Expenses Award no later than fourteen (14) Days prior to

the Objection Deadline.

77. The Parties agree that the Court's approval or denial of any request for the Service Awards or Attorneys' Fees, Costs, and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for Service Awards or for an Attorneys' Fees, Costs, and Expenses Award, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of any Services Awards or any Attorneys' Fees, Costs, and Expenses Award, or the amounts thereof, shall operate to terminate or cancel (or be a basis for any Party to seek to terminate or cancel) this Settlement Agreement.

XV. NOTICES

78. All notices to the Parties required by this Settlement Agreement shall be made in writing and communicated by mail or email to the following addresses:

All notices to Class Counsel or Class Representatives shall be sent to:

Gary M. Klinger
Milberg Coleman Bryson Phillips Grossman
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
Tel: 866.252.0878
GKlinger@milberg.com

William B. Federman
Federman & Sherwood
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
Tel: 405.235.1560
info@federmanlaw.com

All notices to Defendant's Counsel or Defendant shall be sent to:

Robert D. Griest
King & Spalding LLP
1180 Peachtree Street NE, Suite 1600
Atlanta, Georgia 30309
Tel: 404.572.4600
rgriest@kslaw.com

79. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XVI. SETTLEMENT APPROVAL PROCESS

80. After execution of this Settlement Agreement, Plaintiffs shall promptly (and no later than September 13, 2024) move the Court to enter a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class for settlement purposes only;
- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Ohio, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the claims process in accordance with the provisions of this Settlement Agreement;
- h. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

i. Schedules an appropriate Opt-Out Date, Objection Deadline, and other Settlement-related dates and deadlines to be included in the Class Notice;

j. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and,

k. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

81. Defendant will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached as **Exhibit D** and is otherwise consistent with this Agreement.

XVII. FINAL APPROVAL HEARING

82. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred fifty (150) Days after the Preliminary Approval Date.

83. The Parties may file a response to any Objections and a Motion for Final Approval no later than fourteen (14) Days prior to the Final Approval Hearing.

84. Any Settlement Class Member who wishes to appear at the Final Approval Hearing through counsel must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, and take all other actions or make any additional submissions as may be required by this Settlement Agreement, or as otherwise ordered by the Court.

85. Plaintiffs shall ask the Court to enter a Final Approval Order and Final Judgment, which shall be provided to Defendant in advance for approval as to form, and which shall include the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the Settlement, constitutes

the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Ohio, the United States Constitution, and any other applicable law;

b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely Objections to this Settlement Agreement have been made, or a finding that all timely Objections have been considered and denied;

c. Approval of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties and Settlement Administrator to perform the Settlement in accordance with the terms of this Settlement Agreement;

d. A finding that neither the Final Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;

e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;

f. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from the Plaintiffs' Released Claims;

g. A finding that all Settlement Class Members who did not validly and timely opt out of the Settlement shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from the Released Class Claims; and

h. A reservation of exclusive and continuing jurisdiction over the Litigation

and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing. The Court's exclusive and continuing jurisdiction over the Litigation and Parties shall include, without limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Parties pursuant to any applicable law.

86. Upon entry of the Final Approval Order, the Litigation (including the consolidated action and all Pending Individual Lawsuits listed in Appendix 1) shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XVIII. TERMINATION OF THIS SETTLEMENT AGREEMENT

87. Each Party shall have the right to terminate this Settlement Agreement if:

- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit D** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain preliminary approval;
- b. The Court denies final approval of this Settlement Agreement;
- c. The Final Approval Order and Final Judgment do not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or
- d. The Effective Date cannot or does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

88. In addition to the grounds set forth above, Defendant shall have the right, but not the obligation, to terminate the Settlement Agreement if 1% or more of the Settlement Class Members submit timely and valid Requests for Exclusion by the Opt-Out Date.

89. The Parties agree to work in good faith to effectuate this Settlement Agreement.

90. If a Party elects to terminate this Settlement Agreement under this Section XVIII, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

91. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

92. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order and Final Judgment (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or

any other proceeding.

93. If the Court does not approve the Settlement or the Effective Date cannot or does not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XIX. RELEASE

94. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members, except those who timely and validly opt out of the Settlement.

95. On the Effective Date, Plaintiffs and each and every Settlement Class Member, except those who timely and validly opt out of the Settlement, shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Parties with respect to the Released Claims.

96. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, demands, charges, complaints, actions, suits, liabilities, rights, causes of action, disputes, contracts or agreements, extra-contractual claims, damages, punitive damages, exemplary damages, multiplied damages, expenses, costs, debts, penalties, losses, attorneys' fees, or obligations of every nature and

description whatsoever, actual, potential, filed, known or Unknown, claimed or unclaimed, suspected or unsuspected, in law or in equity, fixed or contingent, accrued or unaccrued, direct or indirect, individual or representative, and matured or not matured, that arise out of, or are based upon or connected to, or relate in any way to the Security Incident, the allegations in the Complaint and Litigation, or any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding any alleged disclosure of the Plaintiffs' personal information to any third party, including all claims that were brought or could have been brought in the Litigation (the "Plaintiffs' Released Claims"). The release of Plaintiffs' Released Claims shall be included as part of the Final Approval Order and Final Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, claim and issue preclusion, and settlement and release. The release of Plaintiffs' Released Claims shall constitute and may be raised as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

97. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, demands, charges, complaints, actions, suits, liabilities, rights, causes of action, disputes, contracts or agreements, extra-contractual claims, damages, punitive damages, exemplary damages, multiplied damages, expenses, costs, debts, penalties, attorneys' fees or obligations, of every nature and description whatsoever, actual, potential, filed, known or Unknown, claimed or unclaimed, suspected or unsuspected, in law or in equity, fixed or contingent, accrued or unaccrued, direct or indirect, individual or representative, and matured or not matured, that arise out of, or are based upon or

connected to, or relate in any way to the Security Incident, the allegations in the Complaint and Litigation, or any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure of the Settlement Class Members' personal information to any third party, including all claims that were brought or could have been brought in the Litigation (the "Settlement Class Released Claims"). The release of the Settlement Class Released Claims shall be included as part of the Final Approval Order and Final Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, claim and issue preclusion, and settlement and release. The release of the Settlement Class Released Claims shall constitute and may be raised as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims. In the event any Settlement Class Member attempts to prosecute an action in contravention of a Final Approval Order and Final Judgment or the Settlement Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Approval Order and Final Judgment to such Settlement Class Member and advise such Settlement Class Member of the releases provided pursuant to the Settlement Agreement. If so requested by Defendant or counsel for Defendant, Class Counsel shall provide this notice.

98. Subject to Court approval, upon entry of the Final Approval Order, Plaintiffs and all Settlement Class Members (except any who timely and validly opted out of the Settlement) shall be bound by this Settlement Agreement and the releases herein and all Released Claims shall be dismissed with prejudice and released.

99. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims relating in any way to the subject matter of the Complaint that could have been raised in the Litigation and that any of the Plaintiffs or Settlement Class Members, and each of their

respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties, or might affect his or her decision to agree to, or object or not to object to, the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs (on behalf of themselves and each Settlement Class Member, except those who timely and validly opt out) expressly shall have, and by operation of the Final Approval Order and Final Judgment the Settlement Class Members shall have, released any and all Released Claims, including Unknown Claims. Plaintiffs (on behalf of themselves and each Settlement Class Member, except those who timely and validly opt out) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs (on behalf of themselves and each Settlement Class Member, except those who timely and validly opt out) expressly shall have, and by operation of the Final Approval Order and Judgment the Settlement Class Members shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

100. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Plaintiffs and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material term of the Settlement Agreement.

101. Upon entry of the Final Approval Order and Final Judgment, the Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs’ Released Claims and the Released Class Claims, in any proceeding in any forum against any of the Released Parties or based on any actions taken by any Released Parties authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

102. The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member asserts any of the Released Claims against any Released Parties, and that in such event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

103. Without in any way limiting the scope of the Plaintiffs’ Release or the Settlement Class Release (the “Releases”), the Releases cover, without limitation, any and all claims for attorneys’ fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation (except for the Attorneys’ Fees, Costs, and Expenses Award to be paid to Class Counsel as specifically provided in Section XIV), the Security Incident, Defendant’s conduct alleged in the Complaint and Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for the Service Awards to Plaintiffs.

104. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XX. EFFECTIVE DATE

105. The “Effective Date” of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Postcard Notice has been mailed, other notice required by the Notice Program, if any, has been effectuated, and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and

e. The Final Approval Order and Final Judgment have become Final, as defined in Paragraph 14(s).

XXI. MISCELLANEOUS PROVISIONS

106. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

107. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the

Security Incident or allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

108. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties agree to execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect. The Parties further agree to reasonably cooperate in the defense of this Settlement Agreement against Objections made to the Settlement or a Final Approval Order and Final Judgment, including at the Final Approval Hearing, or in any appeal from a Final Approval Order and Final Judgment, or in any collateral attack on this Settlement Agreement or a Final Approval Order and Final Judgment; provided, however, that Defendant shall have sole discretion in deciding whether Defendant will make any filing in respect of any objection, appeal, or collateral attack regarding the Settlement.

109. No person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Parties, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

110. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and agreements between the Parties regarding settlement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

111. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

112. Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Settlement Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any Attorneys' Fees, Costs, and Expenses Award, and any claim that the term "Class Counsel" fails to include any counsel, individual, or firm who claims that they are entitled to a share of any Attorneys' Fees, Costs, and Expenses Award in this Litigation.

113. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

114. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

115. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

116. This Settlement Agreement shall be construed under and governed by the laws of the State of Ohio without regard to its choice of law provisions.

117. The Parties and each Settlement Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of the Settlement Agreement and its exhibits, but for no other purpose.

118. If Plaintiffs or Class Counsel intend to issue any press release or to make any posting on a website or social media concerning the Settlement, the language of such press release or posting must be approved in advance and in writing by Defendant, such approval not to be unreasonably withheld.

119. Neither Plaintiffs nor Class Counsel shall make, publish, or state, or cause to be made, published, or stated, any defamatory or disparaging statement, writing or communication pertaining to Defendant or its directors, officers, employees, attorneys, and/or affiliates, or any

Related Entities.

120. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of Federal Rule of Evidence 408 or any state law equivalent.

121. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

122. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Parties, and Settlement Class Members.

123. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

124. The Parties agree to seek a stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

125. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement. Scanned signatures, electronic signatures, or signatures sent by email or facsimile shall be as effective as original signatures.

126. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

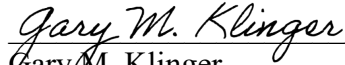
127. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

[signatures on following page]

Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:

Date: September 13, 2024



Gary M. Klinger

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN

227 W. Monroe Street, Suite 2100

Chicago, IL 60606

Tel: 866.252.0878

gklinger@milberg.com



William B. Federman

FEDERMAN & SHERWOOD

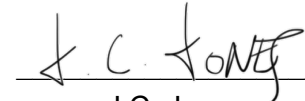
10205 North Pennsylvania Avenue

Oklahoma City, OK 73120

Tel: 405.235.1560

info@federmanlaw.com

Defendant Progressive Casualty Insurance Company:



Name: J.C. Jones

Title: Officer, Progressive Casualty Insurance Company

Date: 09/13/2024

APPENDIX 1: LIST OF PENDING INDIVIDUAL LAWSUITS

1. *Kenneth Okonski v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01548 (N.D. Ohio)
2. *Bradley Okonski v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01550 (N.D. Ohio)
3. *Eduardo Barbosa v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01555 (N.D. Ohio)
4. *Giovanni Madaffari v. Progressive Casualty Insurance Co.*, No. 1:23-cv-02047 (N.D. Ohio)
5. *Rebecca Johnson v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01583 (N.D. Ohio)
6. *Stephen Johnson v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01585 (N.D. Ohio)
7. *Stephanie Clark v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01624 (N.D. Ohio)
8. *Roxanne Trigg v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01632 (N.D. Ohio)
9. *Marcia Armstrong v. Progressive Casualty Insurance Co.*, No. 1:23-cv-01769 (N.D. Ohio)
10. *Dodie Waden v. Progressive Casualty Insurance Co.*, No. 1:24-cv-00422 (N.D. Ohio)

EXHIBIT A

<<Mail ID>>

Progressive Settlement Administrator
[ADD ADDRESS and WEBSITE]

**Your Claim Form Must Be Submitted
Electronically or Postmarked by [ADD DATE]**

CLAIM FORM

Okonski et al. v. Progressive Casualty Insurance Company, No. 1:23-cv-01548

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO

The CLAIMS DEADLINE to submit or mail this Claim Form is **Month Day, 2024.**

GENERAL INSTRUCTIONS

This \$3,250,000 common fund Settlement arises out of a security incident (“Security Incident”) that one of Defendant’s third-party call center vendors experienced. The Security Incident involved certain of the vendor’s employees delegating, without permission, their call center job duties to other individuals who were not employed by the vendor. As a result, certain personal information of Progressive customers who called the call center may have been viewed by the unauthorized individuals who were performing the job duties of the vendor’s employees. Plaintiffs allege that the Security Incident caused their personally identifiable information to be accessed without authorization, purportedly resulting in the invasion of Plaintiffs’ and Settlement Class Members’ privacy, among other alleged harms. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Complaint. The Court has not decided for or against the Plaintiffs or Defendant.

Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

As a Settlement Class Member, you are eligible to claim relief related to the Security Incident. All Settlement Class Members are eligible to claim: (i) three (3) years of Credit Monitoring and Insurance Services (“Credit Monitoring”), and either one of (ii) Compensation for Documented Losses up to \$5,000, or (iii) a Cash Award as an alternative to claiming Documented Losses. All settlement benefits will be paid for by the Settlement Fund.

The amount of the Cash Award available to all Settlement Class Members shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, the costs of Credit Monitoring, and payment of valid claims for reimbursement of Documented Losses.

To receive Settlement benefits, you must complete and submit a claim online or by mail if you are among the approximately 350,000 individuals in the United States who Progressive identified as potentially having their personal information viewed by an unauthorized individual because of the Security Incident.

You must submit your claim online by the Claims Deadline of **Month Day, 2024**, or complete and mail this Claim Form, postmarked by **Month Day, 2024**.

Completed Claim Forms can be mailed to the following address:

Progressive Settlement Administrator
P.O. Box **XXXX**
CITY, STATE **XXXXX-XXXX**

CLAIM INFORMATION

Section A. Confirm Your Eligibility

Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?

Yes No

If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a Claim.

Section B. – Credit Monitoring and Insurance Services

Yes, I would like to claim up to three (3) years of credit monitoring and insurance services.

The Settlement will provide credit monitoring to every Settlement Class Member who submits a valid and timely claim form. These services include up to \$1 million of identity theft insurance coverage and three bureau credit monitoring.

You do NOT need to submit documentation to make a claim for credit monitoring. You may choose credit monitoring AND one form of cash payment (either a Cash Award or a Documented Loss Payment).

Section C – Cash Award

Cash Award: Would you like to receive a pro rata cash award under the Settlement? Yes

** The value of each cash award under this option will be determined on a pro rata basis based on the balance of the Settlement Fund after the payment of other benefits, attorneys' and Settlement Administrator fees and expenses. The balance of the Settlement Fund will be divided proportionally among those Class Members who submit valid claims selecting the Cash Award. Class Members may NOT receive compensation for both Documented Losses and the Cash Award.

You do NOT need to submit documentation to make a claim for a Cash Award. If you choose a Cash Award, you may not select Compensation for Documented Losses.

Section D – Compensation for Documented Losses

If you suffered costs or expenditures in response to the Security Incident, you may be eligible to receive a payment to compensate you for documented losses.

If it is verified that you meet all the criteria described in the Settlement Agreement and you submit the dollar amount of those losses, you will be eligible to receive a payment compensating you for your losses of up to five thousand dollars (\$5,000).

Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information on the claim form that describes the expenses and how they were incurred.

Did you suffer any documented losses that you believe were a result of the Security Incident?

Yes No

If yes, you may be eligible to fill out the rest of this form and provide supporting documentation.

For each loss that you believe can be traced to the Security Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide this information for this claim to be processed.** Supporting documentation must be submitted alongside this Claim Form. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at [Insert Website]. Please do not directly communicate with Defendants regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Examples of Documented Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Unauthorized credit card charge that was not reimbursed	07 - 17 - 20 MM DD YY	\$50.00	Letter from Bank
Example: Fees paid to a professional to remedy a falsified tax return	02 - 30 - 21 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
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By checking the below box, I hereby declare under penalty of perjury that the information provided in this Claim Form to support my claim for Documented Losses is true and correct.

Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Documented Losses under penalty of perjury. I further understand that my failure to check this box may render my claim for Documented Losses null and void.

Section E – Payment

Please select the manner in which payment will be issued for your valid Claims.

- PayPal*: _____ (PayPal Email Address)
- Venmo*: _____ (Venmo Email Address)
- Zelle*: _____ (Zelle Email Address)
- Paper Check via Mail: _____ (Mailing Address)

*If you select payment via PayPal, Venmo or Zelle, the email address entered on this form will be used to process the payment to your account linked to that email address.

Section F. Settlement Class Member Affirmation

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

Please include your name in both the Signature and Printed Name fields below.

Signature: _____

Print Name: _____

Date: _____

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE MAILED BY, OR SUBMITTED ONLINE AT [INSERT WEBSITE], NO LATER THAN [CLAIMS DEADLINE].

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO
Okonski et al. v. Progressive Casualty Insurance Company, No. 1:23-cv-01548

**If your data was accessed in the Security Incident
Involving Progressive Casualty Insurance Company,
you may be eligible for a CASH PAYMENT or other benefits under a class
action settlement.**

A proposed \$3,250,000 common fund settlement has been reached in a class action lawsuit concerning a Security Incident perpetrated against one of Defendant Progressive Casualty Insurance Company's ("Progressive") third-party call center vendors. The Security Incident involved certain of the vendor's employees delegating, without permission, their call center job duties to other individuals who were not employed by the vendor. As a result, certain personal information of Progressive customers who called the call center may have been viewed by the unauthorized individuals who were performing the job duties of the vendor's employees. The personal information that was potentially visible to the unauthorized individuals may have included first and last names, Social Security numbers, driver's license numbers, dates of birth, email addresses, phone numbers, financial account numbers, routing numbers, financial institution names, and credit/debit card numbers and expiration dates. Plaintiffs allege that the Security Incident caused their personally identifiable information to be accessed without authorization, purportedly resulting in the invasion of Plaintiffs' and Settlement Class Members' privacy, among other alleged harms. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Complaint. The Court has not found for or against Plaintiffs or Defendant.

The Settlement offers cash payments and credit monitoring services to members of the Settlement Class. Settlement Class Members can claim the following Settlement Benefits:

- (1) Credit Monitoring and Insurance Services ("Credit Monitoring"): All Settlement Class Members are eligible to claim three (3) years of Credit Monitoring and Insurance Services.
- (2) In addition to credit monitoring, Settlement Class Members may select one of the two following benefits:
 - (a) Pro Rata Cash Award: Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund; or
 - (b) Compensation for Documented Losses: All Settlement Class Members may claim compensation for documented monetary losses up to a total of \$5,000.00 per Settlement Class Member.

Further Information about this Notice and the Action

1. Why was this Notice issued?

Settlement Class Members are eligible to receive payment and financial account monitoring services from a proposed Settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. What is the Action about?

The Action is a proposed class action lawsuit brought on behalf of the Settlement Class. The Settlement Class is defined by the Court as “the individuals in the United States who Progressive identified as potentially having their personal information viewed by an unauthorized individual because of the security event experienced by TTEC, one of Progressive’s third-party call center vendors, from May 2021 to May 2023.” The Settlement Class contains approximately 350,000 persons.

The personal information alleged to have been exposed in the Security Incident includes some combination of first and last names, Social Security numbers, driver’s license numbers, dates of birth, email addresses, phone numbers, financial account numbers, routing numbers, financial institution names, and credit/debit card numbers and expiration dates.

The Action claims Defendant is legally responsible for the Security Incident and asserts various legal claims including (i) negligence; (ii) unjust enrichment; (iii) breach of implied contract; (iv) declaratory judgment; (v) negligent training, hiring, and supervision; (vi) violation of California’s Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.* (“CCPA”); (vii) violation of California’s Customer Records Act, Cal. Civ. Code § 1798.80 *et seq.* (“CCRA”); (viii) violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (“UCL”); (ix) violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”); (x) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”); (xi) breach of fiduciary duty, and; (xii) invasion of privacy.

Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Action or may assert in the future based on the conduct alleged in the complaint. The Court has not determined that Defendant did anything wrong.

3. Why is the Action a class action?

In a class action, one or more plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “Class”, and each individual is a “Settlement Class Member.” There are eleven Plaintiffs in this case: Kenneth Okonski, Bradley Okonski, Edward Reis, Tosif Khan, Kulsoom Tosif, Eduardo Barbosa, Rebecca Johnson, Stephen Johnson, Roxanne Trigg,

Giovanni Madaffari, and Dodie Waden. The Class in this case is referred to in this Notice as the “Settlement Class.”

The Honorable Patricia A. Gaughan, United States District Court Judge of the Northern District of Ohio, is overseeing this case.

4. Why is there a Settlement?

Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Action. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class. The Court has not decided whether Plaintiffs’ claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests. The Settlement does not mean that Defendant did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined is defined by the Court as “the individuals in the United States who Progressive identified as potentially having their personal information viewed by an unauthorized individual because of the security event experienced by TTEC, one of Progressive’s third-party call center vendors, from May 2021 to May 2023.” The Settlement Class contains approximately 350,000 persons.

Excluded from the Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

6. What are the terms of the Settlement?

The proposed Settlement would create a non-reversionary common fund amount of \$3,250,000.00 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice, (iii) any attorneys’ fees and costs awarded by the Court to Class Counsel (not to exceed one third of the total Settlement Fund, (or \$1,083,333.33) and reimbursement of up to \$50,000 in litigation expenses for litigating the case and negotiating the Settlement on behalf of the Class, and (iv) any Service Awards to the Plaintiffs awarded by the Court (not exceed \$2,000 for each Class Representative). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Security Incident, as detailed in the Class Settlement Agreement and Release.

7. What claims are Settlement Class Members giving up under the Settlement?

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. The claims that Settlement Class Members are releasing are described in the Class Settlement Agreement and Release.

Settlement Benefits Available to Settlement Class Members

8. What benefits can Settlement Class Members receive?

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the \$3,250,000.00 Settlement Fund: (i) three (3) years of Credit Monitoring, and either one of (ii) Compensation for Documented Losses up to \$5,000, or (iii) a Cash Award as an alternative to claiming Documented Losses.

The amount of the Cash Awards will be determined depending on how many valid claims are submitted, with the Net Settlement Fund being divided proportionally among Settlement Class Members submitting valid claims for those Cash Awards, as explained further below in Question 11.

9. What are Unreimbursed Documented Monetary Losses?

The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed losses incurred as a result of the Security Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with Documented Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Class Members may receive compensation for both Credit Monitoring and a Documented Losses, but cannot claim for Documented Losses and the Cash Award.

10. What is the Cash Award?

Every Settlement Class Member is eligible to claim a Cash Award share of the Net Settlement Fund, less all valid claims for Documented Losses and Credit Monitoring, as an alternative to

claiming Documented Losses. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a Cash Award claim. The amount of the Cash Payments will be determined on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

You may claim both a Cash Award and Credit Monitoring.

Eligibility for any award and the validity of your claim, including the Cash Award, will be determined by the Settlement Administrator as outlined in Question 15.

11. When and how will the amount of Settlement payments be adjusted?

The amounts paid for all Cash Awards will be determined depending on how many Settlement Class Members submit valid claims. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, the costs of Credit Monitoring, and claims for reimbursement of Documented Losses.

Class Members may receive compensation for both Credit Monitoring and a Cash Award, but cannot claim for Documented Losses and the Cash Award.

12. What happens after all claims are processed and there are funds remaining?

The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to a not-for-profit charitable organization, which must be jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

Because the Cash Awards will be calculated as a pro rata share of the Net Settlement Fund, it is anticipated that all Net Settlement Funds will be initially distributed to the Settlement Class Members. It is also anticipated that Remainder Funds will only consist of uncashed settlement checks or electronic payments that are not redeemed.

13. What is the Credit Monitoring?

All Settlement Class Members can submit a claim for identity theft protection and credit monitoring services. This service includes three (3) years of three-bureau credit monitoring and at least \$1,000,000 of fraud/identity theft insurance. Settlement Class Members making a valid claim for credit monitoring will receive an enrollment code that may be used for a period of 12 months after it is sent to the Settlement Class Members (meaning that a Settlement Class Member could enroll up to the end of the first year and have coverage for the full three (3) years). Such coverage and flexibility in enrollment will provide protection for Class Members against future identity theft. The three-year monitoring period will commence when Settlement Class Members use their codes to enroll in and activate the Credit Monitoring. The codes will be sent to Settlement Class Members who submit valid claims selecting this benefit after the Court finally approves the Settlement, and the time for all appeals has run.

All Class Members may submit claims for Credit Monitoring and Insurance Services, regardless of whether they choose one (or neither) of the cash payments.

Your Options as a Settlement Class Member

14. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendant about the Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 18 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 21 below for instructions on how to submit an objection.

15. What happens if I do nothing?

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes Final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

17. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

18. How do I exclude myself from the Settlement?

To opt out of the Settlement, you must submit a request for exclusion that must (i) identify the case name and number of this Litigation (*Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG); (ii) state the Settlement Class Member’s full name, address, email address, and telephone number; (iii) contain the Settlement Class Member’s personal and original signature; (iv) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class, and; (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, and request for exclusion must be submitted or postmarked on or before the Opt-Out Deadline. You must mail your request to this address:

Progressive Settlement Administrator
PO Box XXX
CITY, ST ZIP

Your request must be submitted online or postmarked by **[OPT-OUT DEADLINE]**.

19. If I exclude myself, can I receive any payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Action.

20. If I do not exclude myself, can I sue Defendant for the Security Incident later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a claim form requesting a payment.

21. How do I object to the Settlement?

All Settlement Class Members who do not opt-out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and your objection and any supporting papers must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of Ohio or by mailing them to the Clerk of the Court, United States District Court for the Northern District of Ohio, **[insert appropriate Court location here]**:

Your objection must be filed with the Court no later than the objection deadline, **[OBJECTION DEADLINE]**.

To be considered by the Court, your written objection must include: (i) include the case name and number of the Litigation (*Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG), (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature; (iv) contain a statement affirming that the Settlement Class Member is a member of the Settlement Class because he or she received the August 1, 2023 Notice of Security Incident letter from Defendant; (v) state that the Settlement Class Member objects to the Settlement, in whole or in part; (vi) set forth a statement of the legal and factual basis for the Objection; (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) identify any attorney representing the Settlement Class Member with respect to, or who provided assistance to the Settlement Class Member in drafting, his or her Objection, if any; (ix) contain the signature, name, address, telephone number, and email address of the Settlement Class Member's attorney, if any; (x) contain a list, including 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 in the past three (3) years; (xi) state

whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class, and (xii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through an attorney.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

If you intend to appear at the Final Approval Hearing with counsel, your attorney must also file a notice of appearance with the Court prior to the Final Approval Hearing. Your written Objection must also (i) identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers; (ii) identify any witnesses who you intend to call to testify; and (iii) include a description of any documents or evidence that you intend to offer.

Court Approval of the Settlement

22. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for _____, 202__ at _____ a.m./p.m. at the United States District Court for the Northern District of Ohio <<address>>. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for attorneys' fees and costs and expenses, and the request for a service award for the Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.SettlementWebsite.com to confirm the schedule if you wish to attend.

23. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 21. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

24. What happens if the Court approves the settlement?

If the Court approves the Settlement and no timely appeal is taken, the Settlement Fund will be fully funded. The Settlement Administrator will pay any Fee Award and Expenses and any

Plaintiffs' Service Awards from the Settlement Fund. Then, the Settlement Administrator will send Settlement Payments and Credit Monitoring and Insurance Services to Settlement Class Members who submitted timely and valid Claim Forms.

If any appeal is taken, it is possible the settlement could be disapproved on appeal.

25. What happens if the Court does not approve the settlement?

If the Court does not approve the Settlement, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendant

26. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Action:

Class Counsel	
Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Tel: 866.252.0878 gklinger@milberg.com	William B. Federman Federman & Sherwood 10205 North Pennsylvania Avenue Oklahoma City, OK 73120 Tel: 405.235.1560 info@federmanlaw.com

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

27. How will the lawyers for the Settlement Class be paid?

Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the value of the Settlement, or \$1,083,333.33, and also reimbursement of up to \$50,000 in litigation expenses. Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed between \$2,000 per Plaintiff.

28. Who represents Defendant in the Action?

Defendant is represented by the following counsel:

Defendant's Counsel
Phyllis B. Sumner Elizabeth D. Adler Robert D. Griest KING & SPALDING LLP 1180 Peachtree Street NE Atlanta, GA 30309

For Further Information

29. What if I want further information or have questions?

Go to www.SettlementWebsite.com, call 1-XXX-XXX-XXXX, or write to the AJG Settlement Administrator, PO Box XXXX, CITY, STATE, ZIP.

Please do not contact the Court, Defendant, or Defendant's Counsel.

EXHIBIT C

Legal Notice

Okonski et al. v. Progressive Casualty Insurance Company, No. 1:23-cv-01548

If your data was accessed in the Security Incident Involving Progressive Casualty Insurance Company, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

*A Federal Court has authorized this Notice. This is **not** a solicitation from a lawyer.*

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.SettlementWebsite.com or call 1-XXX-XXX-XXXX.

Progressive Settlement Administrator
PO Box XXXXX
CITY, STATE 70821

ELECTRONIC SERVICE REQUESTED

SETTLEMENT CLAIM [ID]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]

Okonski et al. v. Progressive Casualty Insurance Company, No. 1:23-cv-01548

POSTCARD CLAIM FORM -- MEMBER ID: [claim Id]

To submit a claim for Credit Monitoring and Insurance Services or a Pro Rata Cash Award, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than [REDACTED] 202 [REDACTED]**. Please complete the claim form for each category of benefits that you would like to claim. **You may claim one option.**

Note: Claims for Documented Losses require supporting documentation and therefore must be submitted online at www.SettlementWebsite.com or mailed to the Settlement Administrator with a separate Claim Form.

Contact Information (*Please fill in completely.*)

Name: _____ Telephone Number: _____

Address : _____

City, State, Zip Code: _____

Email Address: _____

Credit Monitoring and Insurance Services

I would like to claim three (3) years of credit monitoring and insurance services at no cost to me.

Alternative Pro Rata Cash Award

I would like to receive a pro rata cash award.

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: _____ Date (mm/dd/yyyy): _____ Print Name: _____

The deadline to submit this form is [REDACTED] **1, 202 [REDACTED]** Questions? Visit www.SettlementWebsite.com or call ([REDACTED])

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

KENNETH OKONSKI, et al., individually and)	
on behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	Case No. 1:23-cv-01548-PAG
vs.)	
)	Judge Patricia A. Gaughan
PROGRESSIVE CASUALTY)	
INSURANCE COMPANY,)	
)	
Defendant.)	
_____)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Progressive Casualty Insurance Company (“Progressive” or “Defendant”) (together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of their Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

The individuals in the United States who Progressive identified as potentially having their personal information viewed by an unauthorized individual because of the security event experienced by TTEC, one of Progressive’s third-party call center vendors, from May 2021 to May 2023.

¹ All defined terms in this Preliminary Approval Order have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant's affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Kenneth Okonski, Bradley Okonski, Edward Reis, Tosif Khan, Kulsoom Tosif, Eduardo Barbosa, Rebecca Johnson, Stephen Johnson, Roxanne Trigg, Giovanni Madaffari, and

Dodie Waden will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman and William B. Federman of Federman & Sherwood will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement's equitable treatment of the Settlement Class Members, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202____, at the Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 19B, Cleveland, Ohio, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as

fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or

exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Ohio Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Class Action Fairness Act Notice.** Within ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must (i) identify the case name and number of this Litigation (*Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG); (ii) state the Settlement Class Member’s full name, address, email address, and telephone number; (iii) contain the Settlement Class Member’s personal and original signature; (iv) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class, and; (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. Requests for exclusion shall be mailed to the Settlement Administrator. To

be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice.

If Defendant voids the Settlement Agreement according to its terms, Defendant will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with this Court. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date" – which is no later than sixty (60) days after the Notice Date. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the

following: (i) include the case name and number of the Litigation (*Kenneth Okonski, et al. v. Progressive Casualty Insurance Company*, Case No. 1:23-cv-01548-PAG), (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature; (iv) contain a statement affirming that the Settlement Class Member is a member of the Settlement Class because he or she received the August 1, 2023 Notice of Security Incident letter from Defendant; (v) state that the Settlement Class Member objects to the Settlement, in whole or in part; (vi) set forth a statement of the legal and factual basis for the Objection; (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) identify any attorney representing the Settlement Class Member with respect to, or who provided assistance to the Settlement Class Member in drafting, his or her Objection, if any; (ix) contain the signature, name, address, telephone number, and email address of the Settlement Class Member's attorney, if any; (x) contain a list, including 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 in the past three (3) years; (xi) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class, and (xii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through an attorney.

Any objecting Class Member intending to appear at the Final Approval Hearing with counsel must direct his/her attorney to file a notice of appearance with the Court prior to the Final Approval Hearing, and must also (i) identify the attorney(s) who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers; (ii) identify any witnesses who

the Class Member intends to call to testify; and (iii) include a description of any documents or evidence that the Class Member intends to offer.

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 Litigation. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** 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 existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (c) there is no Effective Date; or (d) otherwise consistent with the terms of the Settlement Agreement. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (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 Litigation or in any other proceeding for any purpose, and (iii) 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*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class.

If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	30 days after Preliminary Approval
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Notice Date	60 days after Preliminary Approval.
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
<u>Final Approval Hearing</u>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date

Settlement Administrator Provide Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
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SO ORDERED THIS _____ DAY OF _____, 2024.

Hon. Patricia A. Gaughan
United States District Court Judge