

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF VIRGINIA**

***Tiller, et al. v. Hilb Group Operating Company, LLC, No. 3:23-cv-00759***  
**A court has authorized this notice. This is not a solicitation from a lawyer.**

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**If You Were Subject to the Hilb Group Operating Company, LLC Security Incident and  
Previously Received a Notice Letter Notifying You of the Data Security Incident,  
You Could be Eligible for a Payment from a Class Action Settlement**

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- You may be eligible to receive a payment from a proposed \$1,600,000 non-reversionary class action settlement (the “Qualified Settlement Fund”).
- The class action lawsuit concerns a data security incident that occurred between December 1, 2022 and January 12, 2023 (the “Security Incident”) involving Hilb Group Operating Company, LLC (“Hilb Group” or “Defendant”) in which it was determined that an unauthorized third party may have gained access to certain Hilb Group files containing sensitive personal information of Hilb Group customers and other individuals, including full names, addresses, Social Security numbers, financial account information, driver’s licenses and state identification information, passport information, medical information, and health insurance information (“Personal Information”). Hilb Group denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a Notice of Security Incident letter of the Hilb Group Security Incident that occurred between December 1, 2022 and January 12, 2023.
- Eligible claimants under the Settlement Agreement will be eligible to receive one and/or two of the following Settlement benefits:
  - ❖ **Out-of-Pocket Losses**: Reimbursement for the actual amount of unreimbursed out-of-pocket losses or expenses up to \$5,000, with supporting documentation of the monetary losses or expenses;
  - ❖ **Pro Rata Cash Payment**: Estimated \$75 cash payment from the Qualified Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Qualified Settlement Fund after allocation of the Qualified Settlement Fund for reimbursement of documented Out-of-Pocket Losses, Service Awards, attorneys’ fees and expenses, and Notice and Administrative Expenses.
- For more information or to submit a claim visit **www.hgdatasettlement.com** or call 1-###-###-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive payment.	Submitted or Postmarked on or Before [REDACTED], 2024

<b>Exclude Yourself By Opting Out of the Class</b>	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before [REDACTED], 2024
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on [REDACTED], 2024 about the fairness of the Settlement, with or without your own attorney.	Received on or Before [REDACTED], 2024
<b>Do Nothing</b>	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to class members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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**BASIC INFORMATION**

**1. Why is there a notice?**

The Court authorized this notice because you have a right to know about the Settlement, and all of

your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

United States District Court Judge John A. Gibney, Jr. of the Eastern District of Virginia is overseeing this case captioned as *Tiller, et al. v. Hilb Operating Group Operating, LLC*, No. 3:23-cv-00759 (E.D. Va.). The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Mulham Hafiez, Gabrielle Crowley, Benny Greene, Laura Fasolo, and Leigh Tiller. The entity being sued, Hilb Group Operating Company, LLC, is called the Defendant.

## 2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Security Incident and asserts claims such as negligence, breach of implied contract, unjust enrichment, breach of the implied covenant of good faith and fair dealing, and declaratory judgment and injunctive relief.

Defendant denies these claims and denies it did anything wrong. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

## 3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

## 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

# WHO IS IN THE SETTLEMENT?

## 5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your Personal Information was accessed or potentially accessed in connection with the Security Incident, including if you were mailed a notification by or on behalf of Hilb Group regarding the Security Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) the judge presiding over the class action lawsuit and the judge’s direct family members; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers, directors, and employees; and (3) Settlement Class Members who

submit a valid request to be excluded from the Settlement.

**6. What if I am not sure whether I am included in the Settlement?**

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Hilb Group Settlement Administrator

address

address

[www.hgdatasettlement.com](http://www.hgdatasettlement.com)

**THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY**

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

The Settlement provides that Defendant will fund the following payments up to a total of \$1,600,000: (a) up to \$5,000 for reimbursement of your documented Out-of-Pocket Losses reasonably traceable to the Security Incident; and (b) an estimated pro rata \$75 payment, subject to adjustment as set forth below.

The estimated \$75 pro rata payment will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation expenses, Notice and Administrative Expenses, and other Settlement benefits to claimants. The other Settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$1,600,000 cap on payments to be made by Defendant, and payments may also be increased on a pro rata basis until the Qualified Settlement Fund is distributed. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Qualified Settlement Fund.

Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

**8. What payments are available for reimbursement under the Settlement?**

Settlement Class Members who submit a claim are eligible to receive one or both of the following:

- a) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Losses resulting from the Security Incident (up to \$5,000 in total), such as the following incurred on or after December 1, 2022:
  - any costs incurred from credit monitoring services or ordering copies of your credit report;
  - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
  - late fees from transactions with third parties that were delayed due to fraud or card replacement;
  - unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
  - parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;

- costs incurred obtaining credit freezes; and,
  - other expenses that are reasonably attributable to the Security Incident that were not reimbursed.
- b) A potential pro-rata cash payment of the remainder funds, which is estimated to be \$75 but may adjusted upward or downward pro rata based on how many other claims are made.

### HOW DO YOU SUBMIT A CLAIM?

#### 9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at **www.hgdatasettlement.com** or by calling **1-###-###-####**. Claim Forms will also be sent to Settlement Class Members as part of the postcard notice and tear-off claim form that will be mailed to Settlement Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

#### 10. How will claims be decided?

The Settlement Administrator, Kroll Settlement Administration, LLC, will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner then the Claim will be considered invalid and will not be paid.

#### 11. When will I get my payment?

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024 at \_\_\_\_\_ .m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

### WHAT DOES DEFENDANT GET?

#### 12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Security Incident. This release is described in the Settlement Agreement, which is available at **www.hgdatasettlement.com**. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

#### 13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

**14. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) 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 want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

**15. How do I exclude myself from the Settlement?**

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Tiller, et al. v. Hilb Group Operating Company, LLC*, No. 3:23-cv-00759 (E.D. Va.). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by [REDACTED], 2024, to:

Hilb Group Settlement Administrator  
Attn: Exclusion Request

[REDACTED]  
[REDACTED]

**OBJECTING TO THE SETTLEMENT**

**16. How do I tell the Court that I do not like the Settlement?**

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be filed with or submitted to the Clerk of the Court on or before the Objection Deadline: [REDACTED], 2024. The address for the Clerk of Court is U.S. District Court Clerk's Office, Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219.

Your objection must be written and must include all of the following: (i) the objector's full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation.

**17. What is the difference between objecting and asking to be excluded?**

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

Yes. The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC as Class Counsel to represent the Class. Mr. Coates may be contacted at 119 E. Court Street Suite 530, Cincinnati, OH 45202; Email: msd@msdlegal.com.

The Court also appointed Lee A. Floyd of Breit Biniazan, PC; Justin C. Walker, Markovits Stock & DeMarco, LLC; David. K. Lietz and Gary M. Klinger of Milberg, Coleman, Bryson, Phillips, Grossman, LLC; Kevin Laukaitis of Laukaitis Law, LLC; William B. Federman of Federman & Sherwood; and Courtney L. Weiner of Law Office of Cortney Weiner, PLLC as additional Plaintiffs' Counsel. If you want to be represented by your own lawyer, then you may hire one at your own expense.

**19. How will the lawyers be paid?**

Class Counsel will ask the Court for an award for attorneys' fees up to one-third of the Qualified Settlement Fund (\$533,333.33), plus reasonable litigation expenses not to exceed \$30,000.00, as well as service awards of \$3,000.00 for each Class Representative. Defendant has not agreed to any award of attorneys' fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel and service awards will be made out of the Qualified Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and expenses for Class Counsel and any Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than \_\_\_\_\_, 2024 and their application for attorneys' fees, costs, and expenses will be filed no later than \_\_\_\_\_, 2024 and will be posted on the settlement website.

**THE COURT'S FINAL APPROVAL HEARING**

**20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ m. ET on \_\_\_\_\_, 2024, at the Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, VA 23219 or by remote or virtual means as ordered by the Court. At this hearing, the



Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking [www.hgdatasettlement.com](http://www.hgdatasettlement.com) or calling 1-###-###-####.

#### 21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

#### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court no later than \_\_\_\_\_, 2024. See No. 16 for further details on the requirements for submitting an objection to the Settlement.

### IF YOU DO NOTHING

#### 23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Security Incident, ever again.

### GETTING MORE INFORMATION

#### 24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.hgdatasettlement.com](http://www.hgdatasettlement.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the United States District Court for the Eastern District of Virginia. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.