

2023LA000402

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DuPage County
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EXHIBIT 1

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

TERRELL CLINE and EDWARD JEPSON,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

INLINE NETWORK INTEGRATION LLC,

Defendant.

Civil Action No.: 2023LA000402

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Terrell Cline, Edward Jepson (“Plaintiffs”), and Kyle Compton,¹ individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant Inline Network Integration LLC (“Inline”) in order to effect a full and final settlement and dismissal with prejudice of all claims against Inline alleged in the above-captioned litigation on the terms set forth below and to the full extent reflected herein.

I. RECITALS

1. The Litigation.

On or about March 12, 2022, Inline became aware of suspicious activity in its systems. After an investigation, Inline learned that an unauthorized actor potentially gained access to certain systems and certain information within those systems (the “Data Security Incident”). Inline began notifying Plaintiffs and the Settlement Class about the Data Security Incident in June 2022.

¹ Mr. Compton was the named plaintiff in an action styled *Compton v. Heritage Life Insurance Company*, Case No. 1:23-cv-03827 (N.D. Ill.), arising from the same Data Security Incident. The Parties have agreed that Mr. Compton and his claims shall be included in this settlement.

On August 8, 2022, Plaintiff Cline, individually and on behalf of a putative class, filed an action against Inline in the United States District Court for the Northern District of Texas, Dallas Division, styled *Cline v. Inline Network Integration LLC*, Case No.: 3:22-cv-1711-K. On April 19, 2023, Plaintiffs dismissed that action and refiled in Illinois State Court, DuPage County, captioned *Cline v. Inline Network Integration LLC*, Case No. 2023LA000402. The Complaint alleges claims arising from the Data Security Incident. Specifically, Plaintiffs asserted five causes of action against Inline (i) negligence; (ii) negligence *per se*; (iii) breach of fiduciary duty; (iv) intrusion upon seclusion and invasion of privacy; and (v) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. §§ 505/1, *et seq.*

On April 13, 2023, the Parties (as defined below) engaged in mediation with Mr. Bruce A. Friedman, Esq. of JAMS. The Parties were able to reach an agreement on all the principal terms of settlement for this matter, subject to final mutual agreement on all necessary documentation.

2. Claims of Plaintiffs and Benefits of Settling.

Plaintiffs believe that the claims asserted in the Lawsuit (as defined below), as set forth in the Complaint (as defined below), have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against Inline through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

3. Denial of Wrongdoing and Liability.

Inline denies each and all of the claims and contentions alleged against it in the Lawsuit. Inline denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, Inline has concluded that further defense of the Lawsuit would be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Inline has taken into account the uncertainty and risks inherent in any litigation. Inline has, therefore, determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Settlement Class Counsel, and Inline that, subject to the approval of the Court, the Lawsuit and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS.

As used in this Settlement Agreement and its exhibits, the following terms have the meanings specified below:

1.1 “*Claims Administration*” means providing notice of the Settlement to Settlement Class Members and governmental entities, if any, required to be provided notice, the processing of claims, requests for exclusions and objections and payment of approved claims received from Settlement Class Members by the Claims Administrator.

1.2 “*Claims Administrator*” means Kroll, Inc. or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court.

1.3 “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.4 “*Claim Form*” means the form, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.5 “*Complaint*” means the Class Action Complaint filed by Plaintiffs in the Lawsuit.

1.6 “*Court*” means the Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage.

1.7 “*Data Security Incident*” means the cyberattack incident allegedly involving Plaintiffs’ and Settlement Class Members’ Private Information that Inline discovered on or about March 12, 2022.

1.8 “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include 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.

1.9 “*Effective Date*” means the date defined in Paragraph 14.1 of this Settlement Agreement.

1.10 “*Final*” means that all of the following events have occurred: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.11 “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.12 “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.13 “*Inline*” means Inline Network Integration LLC.

1.14 “*Inline Counsel*” means Lewis Brisbois Bisgaard & Smith LLP and its attorneys.

1.15 “*Lawsuit*” means the lawsuit, styled *Cline v. Inline Network Integration LLC*, Case No.: 2023LA000402 pending in the Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage.

1.16 “*Notice*” means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, attached as **Exhibits A and B** to this Settlement Agreement.

1.17 “*Notice and Claims Administration Costs*” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Claims Administration in connection with the Settlement.

1.18 “*Notice Deadline*” means within thirty (30) Days of the entry of the Preliminary Approval Order, by which time the Claims Administrator shall send the Notice in Exhibit A to all Settlement Class Members whose addresses are known to Inline.

1.19 “*Notice Program*” means the notice program described in Section 5.

1.20 “*Objection Deadline*” means the time period in which a Settlement Class Member may submit an Objection, which is sixty (60) days after the Notice Deadline.

1.21 “*Opt-Out Period*” means the time period ordered by the Court during which a Settlement Class Member may submit an Opt-Out Request to opt-out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court this period be the sixty (60) Day period beginning from the Notice Deadline.

1.22 “*Opt-Out Request*” means a written request a Settlement Class Member may submit to the Claims Administrator as detailed under Section 6 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.23 “*Parties*” means Plaintiffs, individually and on behalf of the Settlement Class, Kyle Compton, and Inline Network Integration LLC.

1.24 “*Person*” means an individual.

1.25 “*Private Information*” shall mean “*Personally Identifiable Information*” and includes, but is not limited to, full names, addresses, and/or Social Security numbers.

1.26 “*Plaintiffs*” means Terrell Cline and Edward Jepson.

1.27 “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.28 “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, attached as **Exhibit D** to this Settlement Agreement.

1.29 “*Related Entities*” means Inline’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Inline’s and their respective predecessors, successors, directors, officers, shareholders, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

1.30 “*Released Claims*” means any and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, including, but not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, intrusion into private affairs / invasion of privacy, and any other state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent),

bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Security Incident and alleged exposure and compromise of any Settlement Class Member's private information, personally identifiable information and/or protected health information, or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

1.31 "*Released Persons*" means Inline, Inline's clients, including Heritage Life Insurance Company, the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, shareholders, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.32 "*Service award*" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this litigation.

1.33 “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.34 “*Settlement Agreement*” means this Settlement Agreement, including all exhibits hereto.

1.35 “*Settlement Class*” means: All persons residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022. Excluded from the Settlement Class are: (i) Inline Network Integration LLC (“Inline”); (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads nolo contendere to any such charge.

1.36 “*Settlement Class Counsel*” shall mean Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Raina Borrelli and Samuel Strauss of Turke & Strauss LLP.

1.37 “*Settlement Class Member[s]*” means all persons who fall within the definition of the Settlement Class.

1.38 “*Settlement Class Representatives*” means Terrell Cline, Edward Jepson, and Kyle Compton.

1.39 “*Settlement Website*” means a dedicated website created and maintained by the Claims Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.40 “*United States*” includes all fifty (50) states, the District of Columbia, and all territories.

2. CLASS CERTIFICATION

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Inline agrees to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, Inline stipulates that Plaintiffs and Mr. Compton are adequate representatives of the Settlement Class, and that Settlement Class Counsel are adequate counsel for the Settlement Class.

2.3 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, Inline or its insurer (Hartford) shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

3. SETTLEMENT BENEFITS.

Subject to the terms of this Settlement Agreement, Inline or its insurer (Hartford) shall make available the following compensation to Settlement Class Members who do not timely and validly opt-out of participation in this Settlement:

3.1 Monetary Compensation for Losses: Settlement Class Members who submit a valid and timely Claim Form may choose all applicable claim categories below. The overall compensation cap for any individual claimant is \$500.00 for all amounts claimed in Claim A and \$5,000.00 for all amounts claimed in Claim B. Claims will be subject to review for completeness and plausibility by the Claims Administrator.

(a) Claim A: Compensation for Ordinary Losses. Defendant will reimburse documented out of pocket expenses incurred as a result of the Data Security Incident, up to a maximum of \$500 per person upon submission of a claim and supporting documentation, such as the following losses:

(i) Bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;

(ii) Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between March 12, 2022, and the date of the Settlement Agreement;

(iii) Compensation for up to three (3) hours at \$20 per hour for a maximum of up to \$ 60 per person. Class members may submit claims for up to three (3) hours of lost time with an attestation that they spent the claimed time responding to issues raised by the Data Security Incident. This payment shall be included in the per person cap for Compensation for Ordinary Losses.

(iv) This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement

Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident.

(b) Claim B: Compensation for Extraordinary Losses. Defendant will provide up to a maximum of \$5,000 in compensation to each claimant who was the victim of actual documented identity theft for proven monetary loss if:

(i) The loss is an actual, documented, and unreimbursed monetary loss;

(ii) The loss was more likely than not caused by the Data Security Incident;

(iii) The loss occurred between March 12, 2022, and the date of the Settlement Agreement;

(iv) The loss is not already covered by one or more of the normal reimbursement categories; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

3.2 Maximum Settlement Cap. The maximum amount to be paid by Inline and its insurer (Hartford) is capped at no more than \$750,000. In the unlikely event that the total cost of this settlement would otherwise exceed \$750,000, Settlement Administration Fees will be paid as

a first priority; the cost of credit monitoring will be paid as a second priority; other costs and expenses will be pro-rated as needed to stay within the maximum \$750,000 cap.

3.3 Credit Monitoring Services. Settlement Class Members shall be offered an opportunity to enroll in credit monitoring and identity theft protection with \$1 million in insurance as follows:

(a) Settlement Class Members who did not enroll in credit monitoring previously offered by Inline will be offered 2 years of credit monitoring.

(b) Settlement Class Members who did enroll in credit monitoring previously offered by Inline will be offered an extension of one additional year of credit monitoring. This is subject to confirmation that Inline has the ability to identify those persons who previously enrolled and offer this extension.

3.4 Remedial Measures. Defendant will provide confirmatory discovery regarding remedial measures taken as a result of the Data Security Incident. Inline agrees to continue to provide security for private information and protected health information in its possession, custody or control. Inline agrees to pay for such remedial costs separate and apart from other settlement benefits.

3.5 Claims Period. The Parties agree that the period for submitting claims will be set at a date certain no more than 90 days from the date that Notice is mailed to the Settlement Class Members.

3.6 Attorney's Fees. Inline agrees not to object to an application by Settlement Class Counsel requesting the Court award attorney's fees and costs in an amount not to exceed two hundred and fifty thousand and no/100 dollars (\$250,000.00), which are to be paid separate and

apart from any other sums agreed to under this Settlement Agreement but which are included in the Maximum Settlement Cap.

3.7 Service Awards. Inline also agrees not to object to an application by Settlement Class Counsel requesting the Court award a Service Award to each Plaintiff in an amount not to exceed two thousand and five hundred and no/100 dollars (\$2,500.00), or five thousand and no/100 dollars (\$5,000) total, which is to be paid separate and apart from any other sums agreed to under this Settlement Agreement but which are included in the Maximum Settlement Cap.

3.8 Settlement administration fees to be paid by Defendant. The Claims Administrator will provide information to Inline regarding approved claims, including all documentation to substantiate the claim upon request. Inline shall have up to five (5) business days after being provided this information to dispute any approved claim.

3.9 The parties will agree on a Settlement Umpire to make a final and binding determination regarding any disputed claim by a Settlement Class Member. If the Settlement Umpire becomes unavailable, the parties may agree upon a substitute Settlement Umpire. If for any reason the parties are unable to agree on a Settlement Umpire the Court may appoint a Settlement Umpire.

3.10 Release of all claims by Settlement Class Members, excluding Settlement Class Members who timely opt-out of the settlement.

3.11 The entire settlement is subject to court approval. The effective date for the settlement will be when the time for appeal of the Order and Judgment granting final approval have lapsed with no appeal having been filed or, if any appeal is filed, thirty days after an appeal is finally resolved with an affirmance of the Order and Judgment granting final approval.

4. SETTLEMENT ADMINISTRATION.

4.1 All Notice and Claims Administration Costs will be paid by Inline or its insurer. (Hartford).

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

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

4.4 The Claims Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Settlement Class Counsel and Inline's Counsel shall agree on all information and documents to be posted on the Settlement Website.

4.5 The Claims Administrator will conduct Claim Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and Inline Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7 The Claims Administrator will review and evaluate each Claim Form, including any required documentation submitted (except for claims for lost time), for timeliness, completeness, and validity.

4.8 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all documentation (except for claims for lost time) or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 3.1 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and/or amount for which a claim is submitted (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9 The Claims Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or Inline Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. Inline or the Claims Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, Inline or its insurer (Hartford) shall transmit needed claimant compensation funds to the Claims Administrator, and the Claims Administrator shall mail or otherwise provide payment for approved claims within sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the Claim is approved, whichever is later.

4.11 Payment for approved Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner indicated on his or her Claim Form.

4.12 Any checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Inline shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Paragraph 3.1 or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 The settlement funds and benefits that Inline shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of Inline and its insurer (Hartford)

until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.14 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Settlement Class Counsel, and Inline Counsel.

5. NOTICE TO SETTLEMENT CLASS MEMBERS.

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

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

5.3 Within seven (7) Days of the entry of the Preliminary Approval Order and engagement of a Claims Administrator, Inline shall provide the Claims Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to Inline. The Claims Administrator shall, by using the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) Days of the entry of the Preliminary Approval Order (the “Notice Deadline”), the Claims Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to Inline by first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Claims Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Claims Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the

Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Claims Administrator shall have any obligation to remain a Notice to a Settlement Class Member.

5.6 The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Claims Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Inline Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

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

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

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

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

5.11 Inline shall pay the entirety of the costs of Claims Administration and the costs of providing notice to the Settlement Class in accordance with the Preliminary Approval Order.

6. OPT-OUT PROCEDURE.

6.1 Each Settlement Class Member shall have the right to opt-out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, within such time as is ordered by the Court (“Opt-Out Period”), the Settlement Class Member personally signs and timely submits, completes, and mails a request for exclusion (“Opt-Out Request”) to the Claims Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the sixty (60)-Day period beginning upon the Notice Deadline.

6.4 For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member’s personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the

Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Claims Administrator shall promptly inform Settlement Class Counsel and Inline Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, above, referred to herein as "Opt-Outs," shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 6.4, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement

Class Member on a single paper, or as an agent or representative. Any such purported Opt-Out Requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Opt-Out Request.

6.8 Within fourteen (14) Days after the last Day of the Opt-Out Period, the Claims Administrator shall furnish to Settlement Class Counsel and to Inline Counsel a complete list of all timely and valid Opt-Out Requests (the “Opt-Out List”).

7. OBJECTIONS TO THE SETTLEMENT.

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of his or her objection (“Objection”) by the Objection Deadline (as defined herein). Such notice shall: (i) state the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member’s original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2 To be timely, an Objection in the appropriate form must be filed with the Clerk of the Court and mailed or hand delivered concurrently upon Settlement Class Counsel and Inline Counsel at addresses set forth in the Notice no later than sixty (60) Days after the Notice Deadline (“Objection Deadline”). The deadline for filing Objections shall be included in the Notice.

7.3 An objector is not required to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Inline Counsel, a notice of appearance no later than sixty (60) Days after the Notice Deadline.

7.4 If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney’s name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

7.5 If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness’s expected testimony at least thirty (30) Days before the Final Approval Hearing.

7.6 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the

Court shall forever waive and forfeit any and all rights he or she may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Illinois Rules of Appellate Procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD.

8.1 Inline has agreed not to object to a Service Award to be paid to both Plaintiffs and to Mr. Compton in an amount not to exceed two thousand dollars and five hundred and no/100 (\$2,500.00), which award is intended to recognize Plaintiffs and Mr. Compton for their efforts in the litigation and commitment on behalf of the Settlement Class. Plaintiffs and Mr. Compton will not request Service Awards exceeding two thousand dollars and five hundred and no/100 (\$2,500.00) per person. If approved by the Court, Inline or its insurer (Hartford) will pay the Service Award to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective Date. The Service Award will be paid by Inline separate and apart from any other sums agreed to under this Settlement Agreement but are included in and subject to the Maximum Settlement Cap.

8.2 Inline has agreed not to object to an award of attorneys' fees and costs in an amount not to exceed two hundred and fifty thousand and no/100 (\$250,000.00) to Settlement Class

Counsel. Settlement Class Counsel will not request an award of attorneys' fees and costs exceeding two hundred and fifty thousand and no/100 (\$250,000.00). If approved by the Court, Inline or its insurer (Hartford) will pay the Court-approved amount for attorneys' fees and costs up to two hundred and fifty thousand and no/100 (\$250,000.00) to an account established by Settlement Class Counsel no later than twenty-one (21) Days after the Effective Date. The attorneys' fees and costs will be paid by Inline separate and apart from any other sums agreed to under this Settlement Agreement but are included in and subject to the Maximum Settlement Cap.

8.3 Settlement Class Counsel will file the applications with the Court for the Service Award and attorneys' fees and expenses no later than fourteen (14) Days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court.

8.4 The Parties agree that Inline will not in any event or circumstance be required to pay any amounts to Plaintiffs or Settlement Class Counsel for a Service Award or attorneys' fees and costs in excess of the amounts identified above in Paragraphs 8.1 and 8.2.

8.5 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of a Service Award, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of a Service Award or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel, or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. NOTICES.

9.1 All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

All Notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606

All Notices to Inline Counsel or Inline shall be sent to:

Jon Kardassakis
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, California 90071

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, requests for exclusion, or other documents, communications, or filings received as a result of the Notice.

10. SETTLEMENT APPROVAL PROCESS.

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class for settlement purposes only pursuant to

Section 2;

(c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;

(d) Appoints the Claims Administrator in accordance with the provisions *supra*;

(e) Approves the Notice Program and directs the Claims Administrator and Inline to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

(f) Approves a customary form of short notice to be mailed to Settlement Class Members (the “Short Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit A** and a customary long form of notice (“Long Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties’ respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

(g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Claims Administrator to conduct Claims Administration 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 a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

(j) Appoints Settlement Class Counsel;

(k) Appoints Plaintiffs as the Settlement Class Representative; and

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

11. FINAL APPROVAL HEARING.

11.1 Settlement Class Counsel and Inline Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred twenty (120) Days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court his brief in support of final approval, attorneys' fees and costs and Service Award no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3 Plaintiffs will file with the Court his brief in support of attorneys' fees and costs and Service Award no later than fourteen (14) Days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

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

11.5 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 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 is not substantially similar in form and substance to **Exhibit D** attached hereto);

(b) The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from **Exhibit E** attached hereto); or

(c) The Final Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 In the event that more than 2% of the Settlement Class has opted out, Inline may, by notifying Settlement Class Counsel, in writing, void this Settlement Agreement within five (5) business days from the date the Claims Administrator provides Inline with written notice of the final number of opt-outs. If Inline voids the Settlement Agreement pursuant to this paragraph, Inline shall be obligated to pay all Claims Administration expenses incurred, excluding any attorneys' fees and costs of Settlement Class Counsel and Plaintiffs' counsel and any Service Award, and Inline shall not seek recovery of same from any other party to the Lawsuit or from counsel to any other party to the Lawsuit.

12.3 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination.

12.4 Nothing shall prevent Plaintiffs or Inline 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. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and

otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

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

13. RELEASE.

13.1 On the Effective Date, the Parties and each and every Settlement Class Member 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 may be pursued against Inline or any Released Persons with respect to the Released Claims.

13.2 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any

other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement 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 Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Inline or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

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

14. EFFECTIVE DATE.

14.1 The “Effective Date” of this Settlement Agreement shall be ten (10) Days after the date when each and 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 Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

(d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;

(e) The Final Order and Judgment has become Final; and

(f) The time for any appeal of the Final Order and Judgment has expired.

15. MISCELLANEOUS PROVISIONS.

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

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

15.3 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Inline or the Released Persons or any admission by Inline or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted

by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, 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 Inline or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

15.4 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 such agreement, as shall be ordered by the Court. The Parties shall 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 in order to give this Settlement Agreement full force and effect.

15.5 No Person shall have any claim against Plaintiffs, Settlement Class Counsel, Inline, Inline Counsel, the Claims Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

15.6 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. 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.

15.7 There shall be no waiver of any term or condition 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.

15.8 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 or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

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

15.10 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that 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 the 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.

15.11 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

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

15.13 In the event that any 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, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Inline or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

15.14 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15.15 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).

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

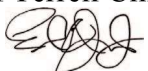
15.17 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

15.18 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.

15.19 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 hereto have caused the Settlement Agreement to be executed,

/s/ Terrell Cline
Plaintiff Terrell Cline

/s/ 
Plaintiff Edward Jepson

/s/ Kyle Compton
Kyle Compton

/s/ _____
Inline Network Integration LLC

15.17 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.

15.18 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.

15.19 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 hereto have caused the Settlement Agreement to be executed,

/s/ _____
Plaintiff Terrell Cline

/s/ _____
Plaintiff Edward Jepson

/s/ _____
Kyle Compton


Inline Network Integration LLC

This agreement is approved as to form and content by the Parties respective counsel and Settlement Class Counsel agrees to be bound by its terms.

Dated: August 18, 2023

Dated: August 18, 2023

/s/ Jon P. Kardassakis

/s/ Raina Borrelli

Jon Kardassakis*
**LEWIS BRISBOIS BISGAARD &
SMITH LLP**
CA State Bar No. 90602
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: 213.250.1800
Facsimile: 213.250.7900
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**pro hac vice application forthcoming*

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Raina C. Borrelli*
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Madison, Wisconsin 53703
Telephone: (608) 237-1775
Facsimile: (608) 509-4423
raina@turkestrauss.com
sam@turkestrauss.com
**pro hac vice forthcoming*

Attorneys for Inline Network Integration LLC

*Attorneys for Plaintiffs and the Settlement
Class*

EXHIBIT A

**A proposed Settlement has been reached in a class action lawsuit
known as *Cline v. Inline Network Integration LLC*, Case No.: 2023LA000402,
("Lawsuit"), filed in Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage.**

What is this about? This Lawsuit arises out of the unauthorized access to Inline Network Integration LLC's ("Inline") systems, which was discovered by Inline on or about March 12, 2022 (the "Data Security Incident"), and allegations concerning certain files allegedly accessed during the Data Security Incident that may have contained Private Information obtained and maintained by Inline. Allegedly, that Private Information included for some persons full names, addresses, and Social Security Numbers. Inline disagrees with Plaintiffs' claims and denies any wrongdoing.

Who is a Settlement Class Member? You are a Settlement Class Member if you are a Person residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022.

What are the benefits? The Settlement provides the following benefits:

- **Documented Ordinary Loss Expense Reimbursement:** Up to \$500 for documented out-of-pocket expenses and fees for bank fees, cell phone charges, credit reports, credit monitoring, or other identity theft insurance products incurred as a result of the Data Security Incident.
- **Lost Time Compensation:** Compensation for up to three (3) hours of lost time spent dealing with the Data Security Incident (\$20 per hour) for a maximum of up to \$60 per person.
- **Documented Extraordinary Loss Reimbursement:** If you were the victim of actual documented identity theft reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, for proven actual monetary losses.
- **Credit Monitoring:** Credit monitoring and identity theft protection with \$1 million in insurance for two years if you did not previously enroll for credit monitoring or one year if you did previously enroll.
- **How to make a claim.** You must file a Claim Form by mail postmarked by [INSERT DATE] or online at [INSERT WEBSITE] by [INSERT DATE] to receive benefits from the Settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a Claim Form to get money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. You must exclude yourself by [INSERT DATE].
- **Object:** You can stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT DATE]. Detailed instructions on how to file a Claim Form, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at [INSERT WEBSITE]. The Court will hold the Final Approval Hearing at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys' fees, costs, and expenses of \$250,000 and request a Service award of \$2,500 to each Settlement Class Representatives, and to consider whether and if it should be approved. You may attend the hearing, but you don't have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Notice, Claim Form, Settlement Class Counsel's Application for Attorneys' Fees and Expenses, and other documents, visit [INSERT WEBSITE] or call [INSERT PHONE #].

EXHIBIT B

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If Inline Network Integration LLC (“Inline”) Notified You Of A Data Security Incident,
You May Be Eligible For Benefits From A Class Action Settlement.**

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit known as *Cline v. Inline Network Integration LLC*, Civil Action No.: 2023LA000402 (“Lawsuit”), filed in Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage.
- This Lawsuit arises out of the potential unauthorized access to Inline’s systems, which was discovered by Inline on or about March 12, 2022 (the “Data Security Incident”), and allegations concerning certain files allegedly accessed during the Data Security Incident that may have contained Private Information obtained and maintained by Inline. Allegedly, that Private Information included for some persons full names, addresses, and Social Security numbers. Inline disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for up to \$500 for documented out-of-pocket expenses and fees for credit reports, credit monitoring, or other identity theft insurance products incurred as a result of the Data Security Incident, (2) compensation for up to three (3) hours of lost time spent dealing with the Data Security Incident (\$20 per hour) for a maximum of up to \$60 per person, and (3) if you were the victim of actual documented identity theft reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, for proven actual monetary losses.
- Settlement Class Members can enroll in credit monitoring and identity theft protection with \$1 million in insurance. Settlement Class Members who did not enroll in credit monitoring previously offered by Inline will be offered 2 years of credit monitoring. Settlement Class Members who did enroll in credit monitoring previously offered by Inline will be offered an extension of one additional year of credit monitoring. This is subject to confirmation that Inline has the ability to identify those persons who previously enrolled and offer this extension.
- Inline has or will also provide security improvements for the Private Information it maintains.
- You are included in this Settlement as a Settlement Class Member if you are a person residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

**Submit a
Claim Form and/or
Receive Credit
Monitoring**

You must submit a valid Claim Form to get money or credit monitoring from this Settlement.

Claim Forms must be submitted online by [INSERT DATE] or, if mailed, postmarked no later than [INSERT DATE].

Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement. Your request to exclude yourself must be postmarked no later than [INSERT DATE].
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than [INSERT DATE].
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Approval Hearing is scheduled for [INSERT DATE].

WHAT THIS NOTICE CONTAINS

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3. Why is there a Settlement?
4. Why is this a class action?
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- 21. How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are a person residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022.

The Settlement Class specifically excludes: (i) Inline Network Integration LLC (“Inline”); (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Cline v. Inline Network Integration LLC*, Civil Action No.: 2023LA000402 (“Lawsuit”), filed in Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage. The persons who sued are called the “Plaintiffs” and the company they sued, Inline Network Integration LLC, is known as the “Defendant” in this case. Inline will be called “Defendant” in this Notice.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Security Incident.

This Lawsuit arises out of potential unauthorized access to Defendant’s systems and certain files containing sensitive information including, but not limited to, for some persons full names, addresses, and Social Security Numbers. Such unauthorized access was discovered by Inline on or about March 12, 2022 (the “Data Security Incident”). After learning of the Data Security Incident, Defendant mailed notification to persons whose Private Information may have been impacted by the Data Security Incident on or about June 2022. Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Data Security Incident.

Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Settlement Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [INSERT].

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you are a Person residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

Documented Ordinary Loss Expense Reimbursement: All Settlement Class Members who submit a valid claim using the Claim Form are eligible for the following documented (except lost time, as defined below) ordinary loss expense reimbursement, not to exceed \$500 per Settlement Class Member: (a) documented out-of-pocket expenses that were incurred as a result of the Data Security Incident, which may include: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between March 12, 2022, and the date of the Settlement Agreement.

This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident

To receive reimbursement for any of the above-referenced documented ordinary loss expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to three (3) hours of lost time spent dealing with the Data Security Incident (calculated at the rate of \$20 per hour) for a maximum of up to \$60 per Person. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member certifies that the lost time was spent responding to the Data Security Incident. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement and are subject to the same \$500 documented ordinary loss expense reimbursement cap for all Settlement

Class Members.

Documented Extraordinary Loss Reimbursement: Settlement Class Members who were the victim of actual documented identity theft are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, including proven actual monetary losses, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss occurred between March 12, 2022, and the date of the Settlement Agreement; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in credit monitoring and identity theft protection with \$1 million in insurance. Settlement Class Members who did not enroll in credit monitoring previously offered by Inline will be offered 2 years of credit monitoring. Settlement Class Members who did enroll in credit monitoring previously offered by Inline will be offered an extension of one additional year of credit monitoring. This is subject to confirmation that Inline has the ability to identify those persons who previously enrolled and offer this extension.

The maximum amount to be paid by Inline and its insurer is capped at no more than \$750,000. In the unlikely event that the total cost of this Settlement would otherwise exceed \$750,000, payments to Settlement Class Members will be reduced on a pro rata basis.

If the Settlement is finally approved by the Court, Settlement Class Members who make timely, valid claims for credit monitoring services will be provided with codes required to activate these services. The Settlement Class Member must activate the service within 180 days from the date that the activation codes are sent.

Remedial Relief: Inline will continue to provide security for Private Information and protected health information in its possession, custody or control. These security measures will be paid for by Inline separate and apart from other Settlement benefits.

7. How to submit a Claim Form

All Claim Forms will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money and credit monitoring from the proposed Settlement. Claim Forms must be submitted online by [INSERT DATE] or postmarked no later than [INSERT DATE]. You can download a Claim Form at [INSERT] or you can call the Claims Administrator at [INSERT] for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Inline Network Integration LLC its Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Persons”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [\[INSERT WEBSITE\]](#).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Settlement Class Representatives receive compensation?

Yes. If approved by the Court, the Settlement Class Representatives will each receive a Service award of up to \$2,500, to compensate them for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Settlement Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written Opt-Out Request, stating your full name, address, and telephone number. Your Opt-Out Request must be personally signed by you and contain your original signature (or the original signature of a Person previously authorized by law, such as a trustee, guardian, or Person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Lawsuit). Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written Opt-Out Request must be postmarked no later than [\[INSERT\]](#) to:

[\[INSERT MAILING ADDRESS\]](#)

Instructions on how to submit an Opt-Out Request are available at [\[INSERT WEBSITE\]](#) or from the Claims Administrator by calling [\[INSERT PHONE #\]](#).

If you exclude yourself you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Gary M. Klinger of MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC and Raina Borrelli and Samuel Strauss of TURKE & STRAUSS LLP (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$250,000. A copy of Settlement Class Counsel’s Motion for attorneys’ fees, costs, expenses, and Service award for Settlement Class Representatives will be posted on the Settlement Website, [INSERT WEBSITE], before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) State the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- b) Contain the objecting Settlement Class Member’s original signature;

- c) Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident);
- d) Set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable;
- e) Identify all counsel representing the objector;
- f) State whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;
- g) Contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

Your objection must be filed with the Clerk of Court and include the case name and docket number, *Cline v. Inline Network Integration LLC*, Civil Action No.: 2023LA000402 (“Lawsuit”), filed in Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage (the “*Inline Action*”) to be received no than [INSERT DATE] at:

[INSERT COURT CLERK INFORMATION]

In addition, you must concurrently mail or hand deliver a copy of your objection to Settlement Class Counsel and Inline Counsel, postmarked no later than [INSERT DATE]:

CLASS COUNSEL	INLINE (DEFENSE) COUNSEL
<p style="text-align: center;">Gary M. Klinger, Esq. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street Suite 2100 Chicago, IL 60606</p>	<p style="text-align: center;">Jon Kardassakis LEWIS BRISBOIS BISGAARD & SMITH LLP 633 West 5th Street, Suite 4000 Los Angeles, California 90071</p>

In addition, if the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Inline Counsel, a notice of appearance no later than sixty (60) days after the **Notice Deadline**. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;

- b) Include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;
- c) Include a list identifying all objections each counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney, and;
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) days before the Final Approval Hearing.

If you do not submit your objection with all requirements, or if your objection is not received by [INSERT DATE], you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service award to the Settlement Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Persons described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for attorneys' fees, costs, expenses, and Service award for Settlement Class Representatives, and more, please visit [**INSERT WEBSITE**] or call [**INSERT PHONE**]. You may also contact the Claims Administrator at [**INSERT MAILING ADDRESS**].

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

EXHIBIT C

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

CLAIM FORM FOR INLINE NETWORK INTEGRATION LLC DATA SECURITY INCIDENT SETTLEMENT

INLINE-C

Cline v. Inline Network Integration LLC
Case No.: 2023LA000402
In the Circuit Court of the Eighteenth Judicial Circuit Dupage County, Illinois

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES AND/OR COMPENSATION FOR UNREIMBURSED LOSSES

GENERAL INSTRUCTIONS

If you are a member of the Settlement Class, you are eligible to complete this Claim Form to claim (1) up to \$500 for (i) reimbursement for documented ordinary out-of-pocket expenses and/or (ii) up to 3 hours of lost time compensable at \$20 per hour; (2) if you were the victim of actual documented identity theft, you may claim up to \$5,000 for reimbursement of documented extraordinary losses; and/or (3) credit monitoring and identity theft protection with \$1 million in insurance coverage.

Please refer to the Notice (Long Notice) posted on the Settlement Website **<<Website>>**, for more information on submitting a Claim Form and information on the aggregate cap on claims.

To receive any of these benefits, you must submit the Claim Form below by <<DATE>>.

This Claim Form may be submitted electronically *via* the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Inline Network Integration
c/o Kroll Settlement Administration LLC
PO BOX XXX
City, State Zip-code

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

CLAIM FORM INLINE NETWORK INTEGRATION LLC
DATA SECURITY INCIDENT SETTLEMENT

Inline -C

Cline v. Inline Network Integration LLC
Case No.: 2023LA000402
Circuit Court of the Eighteenth Judicial Circuit, Dupage County, Illinois

Email Address (optional)

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

- Check this box to certify that you are a Person residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022.

Enter the Class Member ID Number provided on your postcard Notice or the last four digits of your Social Security Number:

Class Member ID Number

Social Security Number (last four digits only)

III. IDENTITY THEFT PROTECTION

- Check this box if you did *not* enroll in credit monitoring previously offered by Inline—and you wish to receive free credit monitoring and identity protection with \$1 million in insurance. If you check this box (because you did *not* enroll in credit monitoring previously), you will be offered 2 years of credit monitoring.
- Check this box if *already* enrolled in credit monitoring previously offered by Inline—and you wish to receive free credit monitoring and identity protection with \$1 million in insurance. If you check this box (because you *already* enrolled in credit monitoring previously), you will be offered one additional year of credit monitoring.

IV. COMPENSATION FOR LOST TIME

All members of the Settlement Class who have spent time dealing with the Data Security Incident may claim up to three (3) hours for lost time at a rate of \$20.00 per hour. Any payment for lost time is included in the \$500 cap per Settlement Class Member (no documentation is required for this compensation for lost time).

Hours claimed (up to 3 hours – check one box) 1 Hour 2 Hours 3 Hours

- I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Security Incident.

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Security Incident. Check all activities, below, which apply.

95290092.1 Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

CLAIM FORM INLINE NETWORK INTEGRATION LLC
DATA SECURITY INCIDENT SETTLEMENT

Inline -C

Cline v. Inline Network Integration LLC
Case No.: 2023LA000402

Circuit Court of the Eighteenth Judicial Circuit, Dupage County, Illinois

- Calling bank/credit card customer service lines regarding fraudulent transactions.
- Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.
- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here:

V. REIMBURSEMENT FOR ORDINARY EXPENSES

All members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of **documented** out-of-pocket expenses, not to exceed \$500 per member of the Settlement Class, that were incurred as a result of the Data Security Incident.

You must submit documentation to obtain this reimbursement.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																	
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Security Incident.	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr></table> (mm/dd/yy)			/			/			\$ <table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>							.		
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Examples of Supporting Third Party Documentation: Telephone bills, cell phone bills, gas receipts, postage receipts, bank account statements reflecting out-of-pocket expenses, receipts or account statements reflecting purchases made for credit monitoring or identity theft insurance services, or invoices or statements reflecting payments made for professional fees/services. Please note that these examples of reimbursable documented out-of-pocket losses are not meant to be exhaustive, but exemplary. You may make claims for any documented out-of-pocket losses that you believe are reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

CLAIM FORM INLINE NETWORK INTEGRATION LLC
DATA SECURITY INCIDENT SETTLEMENT

Inline -C

Cline v. Inline Network Integration LLC
Case No.: 2023LA000402

Circuit Court of the Eighteenth Judicial Circuit, Dupage County, Illinois

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss

VI. REIMBURSEMENT FOR EXTRAORDINARY LOSS EXPENSES

Members of the Settlement Class who were a victim of actual documented identity theft may submit a Claim Form for reimbursement of **documented** extraordinary loss expenses, not to exceed \$5,000 per member of the Settlement Class, that were incurred as a result of the Data Security Incident. Generally, an extraordinary loss expense is unreimbursed financial loss as the direct result of financial fraud or stolen identity.

An extraordinary loss must meet the following criteria: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss occurred between March 12, 2022, and the date of the Settlement Agreement; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

You must submit documentation to obtain this reimbursement

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																	
<input type="radio"/> Extraordinary loss expenses incurred as a result of the Data Security Incident	<table border="1"><tr><td> </td><td> </td><td>/</td><td> </td><td> </td><td>/</td><td> </td><td> </td></tr></table> (mm/dd/yy)			/			/			\$ <table border="1"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>.</td><td> </td><td> </td></tr></table>							.		
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Provide a written description of your extraordinary loss expenses:

YOU MUST SUBMIT DOCUMENTATION OF YOUR EXTRAORDINARY LOSS EXPENSES.

Your claim must be submitted online or postmarked by: **MONTH DD, 2023**

CLAIM FORM INLINE NETWORK INTEGRATION LLC
DATA SECURITY INCIDENT SETTLEMENT

Inline -C

Cline v. Inline Network Integration LLC
Case No.: 2023LA000402
Circuit Court of the Eighteenth Judicial Circuit, Dupage County, Illinois

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Check - Payment will be mailed to the address provided above.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Printed Name

Date

EXHIBIT D

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT
COUNTY OF DUPAGE**

TERRELL CLINE and EDWARD
JEPSON, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.
INLINE NETWORK INTEGRATION,
LLC

Defendant.

Civil Action No. 2023LA000402

JURY TRIAL DEMANDED

**[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT AGREEMENT**

This matter came before the Court on Plaintiff Terrell Cline, Plaintiff Edward Jespon, and Kyle Compton’s (“Plaintiffs” or “Class Representatives”) Unopposed Motion for Preliminary Approval of Class Settlement Agreement (“Motion”). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant Inline Network Integration, LLC (“Inline,” and together with Plaintiffs, the “Parties”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

On or about March 12, 2022, Inline became aware of suspicious activity in its systems. Class Action Complaint (“Complaint” or “*Comp.*”), Docket No. 1, ¶26. After an investigation, Inline learned that an unauthorized actor potentially gained access to certain systems and certain information within those systems (the “Data Security Incident”). *Id.* Inline began notifying Plaintiffs and the Settlement Class about the Data Security Incident in June 2022. *Id.*

On August 8, 2022, Plaintiffs, individually and on behalf of a putative class, filed an action against Inline in the United States District Court for the Northern District of Texas, Dallas

Division, styled *Cline v. Inline Network Integration LLC*, Case No.: 3:22-cv-1711-K. On April 19, 2023, Plaintiffs dismissed that action and refiled in Illinois State Court, DuPage County, captioned *Cline v. Inline Network Integration LLC*, Case No. 2023LA000402. The Complaint alleges claims arising from the Data Security Incident. Specifically, Plaintiffs asserted five causes of action against Inline (i) negligence; (ii) negligence *per se*; (iii) breach of fiduciary duty; (iv) intrusion upon seclusion and invasion of privacy; and (v) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. Stat. §§ 505/1, *et seq.*

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations and a mediation overseen by Mr. Bruce A. Friedman, Esq. of JAMS. The Parties have agreed to settle the Lawsuit, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Lawsuit with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.¹ This Order is based on 735 ILCS 5/2-801 through 806.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to 735 ILCS 2-801, the Court conditionally certifies the Settlement Class in this matter defined as follows:

All persons residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022.

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

Excluded from the Settlement Class are:

(i) Inline; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or facts common to the Settlement Class, (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class, (4) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in 735 ILCS 2-801, and a class action provides a fair and efficient method of adjudication of the controversy.

2. **Class Representatives and Settlement Class Counsel.**

Terrell Cline, Edward Jepson, and Kyle Compton are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Class and that they will be adequate Class Representative.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Raina Borrelli and Samuel Strauss of Turke & Strauss LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and

accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2023 at _____ o'clock [a.m./p.m.] in Courtroom 2018, of the Circuit Court of DuPage County, Illinois, 505 N County Farm Road, Wheaton, Illinois 60187, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to 735 ILCS 2-801; (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (f) Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards should be granted; (g) Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Raina Borrelli and Samuel Strauss of Turke & Strauss LLP should be appointed as Settlement Class Counsel; and (h) Terrell Cline and Edward Jepson should be appointed as Class Representative.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court at least **fourteen (14) Days prior to the date of the Final Approval Hearing**, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representatives shall be filed with the Court at least **fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.**

6. **Administration.** The Court appoints Kroll as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Inline shall pay the Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Short Form Notice and the Long Notice, which are attached to the Settlement Agreement as **Exhibits A-B**, respectively, satisfy the requirements of 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws, and constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Inline are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **thirty (30) Days of the entry of this Preliminary Approval Order** (the "Notice Deadline"), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to Inline by first-class U.S. mail.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 8 of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant

to 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws. Specifically, the Notices (both Short Form and Long Form in **Exhibits A and B**, respectively) themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Award for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign, and timely submit, complete, and mail a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must be postmarked *no later than the final date of the Opt-Out Period, which is the sixty (60)-Day period beginning upon the Notice Deadline.*

For the Opt-Out Request to be valid, it must (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right, such as those in the Lawsuit); and (c) clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

Within fourteen (14) Days after the last Day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Inline Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

10. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs,

and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Clerk of Court ***by the Objection Deadline, which is no later than sixty (60) Days after the Notice Deadline***, as set forth in the Settlement Agreement and as specified in the Notice; and (b) mailed or hand delivered to Settlement Class Counsel and Inline's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Deadline. For an objection to be considered by the Court, the objection must include the case name, *Cline v. Inline Network Integration LLC*, Case No.: 2023LA000402 filed in Illinois Circuit Court of the 18th Judicial Circuit, County of DuPage and must also include all of the information set forth in Paragraph 7.1 of the Settlement Agreement, which is as follows:

- a. The objecting Settlement Class Member's full name, current address, telephone number, and email address (if any);
- b. Contain the objecting Settlement Class Member's original signature;
- c. Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident);
- d. Set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable;
- e. Identify all counsel representing the objector;
- f. State whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;
- g. Contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Inline Counsel, a notice of appearance by the Objection Deadline.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;
- b) Include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;
- c) Include a list identifying all objections each counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney. and
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness's expected testimony at least thirty (30) Days before the Final Approval Hearing.

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** Class Representative and Inline have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration

according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements 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 Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **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 as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a 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 Inline of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the

relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval 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 Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Notice Deadline	30 Days after Preliminary Approval
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award	14 Days Prior to Opt-Out and Objection Deadlines
Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement	60 Days after Notice Deadline
Deadline for Class Members to Submit Claim Forms (Electronically or Postmarked by Mail)	90 Days after Notice Deadline

Deadline for Plaintiffs to File Motion for Final Approval of Settlement	14 Days Prior to Final Approval Hearing
Final Approval Hearing	Not less than 120 days after Preliminary Approval (COURT TO FILL IN DATE) _____, 2023

IT IS SO ORDERED this ____ day of _____, 2023.

Judge Jennifer L. Barron

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 18th JUDICIAL CIRCUIT
COUNTY OF DUPAGE**

TERRELL CLINE and EDWARD
JEPSON, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.
INLINE NETWORK INTEGRATION,
LLC

Defendant.

Civil Action No. 2023LA000405

JURY TRIAL DEMANDED

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiff Terrell Cline, Plaintiff Edward Jepson, and Kyle Compton's ("Plaintiffs" or "Class Representatives") and Defendant Inline Network Integration, LLC ("Inline," and together with Plaintiffs, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiffs' Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to 735 ILCS 5/2-805, makes the findings and grants the relief set forth below, approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine

with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under 735 ILCS 5/2-805 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

THE COURT having considered all the documents filed in support of the Settlement, and having fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court;

IT IS ORDERED on this ____ day of _____, 2023 that:

1. The Settlement involves allegations in Plaintiffs’ Class Action Complaint that Inline failed to safeguard and protect the personally identifiable information (“PII”) of its clients’ customers and that this alleged failure caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Inline, and the Court expressly does not make any finding of liability or wrongdoing by Inline.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, 2023, the Court entered an Order Granting Preliminary Approval of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) conditionally certified a Settlement Class; (c)

provisionally appointed Plaintiff Cline, Plaintiff Jepson, and Mr. Compton (plaintiff in a related case) as the Class Representatives; (d) provisionally appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Raina Borrelli and Samuel Strauss of Turke & Strauss LLP as Settlement Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Kroll as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801, the Court conditionally certified the Settlement Class in this matter defined as follows:

All persons residing in the United States to whom Inline sent its notice of a Data Security Incident that Inline discovered on or about March 12, 2022.

Excluded from the Settlement Classes are:

(i) Inline; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to 735 ILCS 5/2-801.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Inline.
- b. Inline to pay all Notice and Claims Administration Costs.
- c. Inline to pay a Court-approved amount for attorneys' fees, costs, and expenses of Settlement Class Counsel not to exceed \$_____.
- d. Inline to pay Service Awards to Class Representatives not to exceed \$_____.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

9. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

10. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5-2/801 and constitutes Due Process under the U.S. and Illinois Constitutions.

12. The deadline for Settlement Class Members to object to, or to exclude themselves from, the Settlement has passed.

13. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

14. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

15. As of the final date of the Opt-Out Period, ____ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those persons are set forth in **Exhibit A** to this Order. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

16. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

17. Pursuant to the Settlement Agreement, Inline and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

18. The Court appoints Plaintiff Terrell Cline, Plaintiff Edward Jepson, and Kyle Compton as Class Representatives.

19. The Court appoints Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC and Raina Borrelli and Samuel Strauss of Turke & Strauss LLP as Settlement Class Counsel.

20. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Inline and all Released Persons, as defined in the Settlement Agreement, as follows:

[A]ny and all past, present, and future claims, causes of action, counterclaims, lawsuits, rights, demands, charges, complaints, actions, obligations, or liabilities under any legal or equitable theory, whether known, unknown, suspected, or unsuspected or capable of being known or suspected, and whether, accrued, unaccrued, matured, or not matured, including,

but not limited to, negligence, negligence *per se*, breach of implied contract, unjust enrichment, intrusion into private affairs / invasion of privacy, and any other state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning, or arising out of the Data Security Incident and alleged exposure and compromise of any Settlement Class Member's private information, personally identifiable information and/or protected health information, or any other allegations, facts, or circumstances described in the Lawsuit or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Persons who have timely and validly requested exclusion from the Settlement Class pursuant to the opt-out procedures set forth in this Settlement Agreement.

Released Claims shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons identified in **Exhibit A** to this Final Order and Judgment, who have timely and validly requested exclusion from the Settlement Class.

21. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Inline or any Released Persons with respect to the Released Claims.

22. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs and Mr. Compton, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any

recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

23. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs, Mr. Compton, and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

24. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement 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 Lawsuit, 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.

25. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release and all of their claims shall be

dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

26. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, Mr. Compton, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Inline or other Released Persons may have against Plaintiffs, Mr. Compton, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

27. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

28. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

29. This Final Order and Judgment resolves all claims against all parties in the Lawsuit and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

IT IS SO ORDERED this ____ day of _____, 2023.

Judge Jennifer L. Barron