

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

MARIA FLORES, DEANNA DUBE, MISTY
WILLIAMS, and SHARON RUSHING on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

AON CORPORATION,

Defendant.

Case No. 2022 CH 06132

Judge Neil H. Cohen

Calendar 5

**PLAINTIFFS' UNOPPOSED MOTION AND INCORPORATED MEMORANDUM FOR
ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

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Plaintiffs Maria Flores, Deanna Dube, Misty Williams, and Sharon Rushing (collectively, “Plaintiffs”), through their undersigned counsel, respectfully move the Court for entry of an Order approving: (1) Class Counsel’s requested attorneys’ fees of \$525,000, which is thirty five percent (35%) of the Settlement Fund; (2) Class Counsel’s litigation expenses totaling \$19,899.45; and (3) Service Awards to the Class Representatives in the amount of \$5,000 each for Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos (collectively, “Settlement Class Representatives”).

MEMORANDUM IN SUPPORT

I. Background

a. History of Litigation

On February 25, 2022, Aon learned of a data security incident (the “Cyber Incident”) in which Plaintiffs allege that an unauthorized, actor (the “Threat Actor”) gained access to Aon’s internal network through a vulnerability in Aon’s network. Aon’s investigation of the Cyber Incident revealed that the Threat Actor may have temporarily accessed and obtained certain records containing personal information pertaining to Aon’s employees and individuals associated with Aon’s corporate clients. On May 27, June 13, and July 1, 2022, after reviewing the exfiltrated data and obtaining consent from its corporate clients, Aon began to notify potentially impacted individuals of the Cyber Incident. Aon offered two years of complimentary credit monitoring services to all impacted individuals.

On June 24, 2022, Plaintiff Maria Flores (“Plaintiff Flores”) filed a putative class action complaint against Aon in the Cook County Circuit Court. On August 29, 2022, Plaintiff Flores, joined by Plaintiffs Deanna Dube, Misty Williams, and Sharon Rushing, filed an amended putative class action complaint against Aon (the “FAC”) alleging negligence, negligence *per se*, implied

breach of contract, unjust enrichment, violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, Invasion of Privacy, and violation of the Florida Deceptive and Unfair Trade Practices Act.

On October 5, 2022, Aon moved to dismiss each of the claims in the FAC, and the Parties completed briefing on Aon's motion to dismiss. On January 20, 2023, Plaintiffs appealed the Cook County Circuit Court's order granting Aon's motion to dismiss to the Illinois Appellate Court. On September 29, 2023, the Illinois Appellate Court reversed the Cook County Circuit Court's dismissal of Plaintiffs' claims for negligence, violation of the Florida Deceptive and Unfair Trade Practices Act, and invasion of privacy.

b. Negotiations and Settlement

After two years of litigation, the Parties agreed to mediate their dispute and requested that the proceedings be stayed during the pendency of the mediation. Leading up to the scheduled mediation, the Parties exchanged documents and information sufficient for Class Counsel to evaluate the claims and damages and to accurately assess any proposed settlement offers. Despite the relatively early stage of litigation, the Parties engaged in an exchange of information and Class Counsel thoroughly investigated the facts and law relating to the allegations and defenses involved in this lawsuit.

On September 16, 2024, the Parties participated in a full-day, in-person mediation session, which was facilitated by an experienced mediator, Bruce A. Friedman ("Mr. Friedman"). After hours of hard-fought negotiations, the Parties reached an agreement in principle. The Parties continued to negotiate the finer points of the agreement for several months before finalizing the proposed Settlement Agreement and Release ("Settlement Agreement" or "S.A."), attached hereto

as **Exhibit 1**, The Settlement provides all Class Members¹ with the ability to receive a portion of the proposed common fund Settlement in the form of a *pro rata* cash payment, and to make a claim for documented out of pocket losses resulting from the Cyber Incident. If approved, the Settlement will bring certainty, closure, and substantial, valuable relief to Class Members, as opposed to what otherwise would likely be contentious, lengthy, costly, and risky litigation.

On December 27, 2024, Plaintiffs moved for preliminary approval. The Court granted the unopposed motion on January 8, 2025. Pursuant to the terms of the Settlement Agreement and the Preliminary Approval Order, notice was sent to the Class beginning on February 7, 2025. The amount of attorneys' fees to be sought was included in the Short Form (postcard) Notice mailed to Settlement Class Members, and in the Long Form Notice posted on the Settlement Website.

c. Summary of Settlement Terms

Under the terms of this Settlement, Aon will pay \$1,500,000 to establish the Settlement Fund to be distributed to Settlement Class Members under the Settlement Agreement. The Settlement defines the Settlement Class as follows:

All persons in the United States whose PII was accessed, acquired, and/or compromised in the Cyber Incident that occurred on Aon's network systems between December 29, 2020 and March 5, 2022 (i.e., the Cyber Incident, as previously defined), including all persons who were sent a notice of this Cyber Incident.

See S.A. ¶ 1.39. The Settlement Class consists of approximately 155,732 individuals. The Settlement Fund will be used to make payments to Settlement Class Members and to pay the costs of Notice and Administrative Expenses, and attorneys' fees and expenses.

Settlement Class Members may submit a claim for reimbursement of documented out-of-pocket expenses up to \$10,000 incurred as a direct result of the Cyber Incident. Out-of-pocket

¹ Capitalized terms not defined herein have the meaning set forth in the Settlement Agreement.

losses must be supported by documentation and have been incurred between December 30, 2020, and May 8, 2025. Claimants must attest under penalty of perjury that the losses were incurred as a result of the Cyber Incident and not already paid for or reimbursed by a third party. *See Id.* ¶ 2.14.

Settlement Class Members are also eligible to claim a *pro rata* cash payment. *Id.* ¶ 2.13. The *pro rata* cash payment will be made after the costs of notice and administration, attorneys’ fees and expenses, service awards to named Plaintiffs, and valid claims for documented losses are paid. *Id.* ¶ 8.7.2. After these costs are subtracted from the Settlement Fund, the *pro rata* cash payments will be calculated by dividing the remaining Settlement Fund by the number of valid claims received for a cash payment. *Id.*

To the extent any monies remain in the Settlement Fund more than one hundred twenty (120) days after the distribution of claim payments to the Claimants, a subsequent payment will be made evenly to all Claimants who claimed and deposited or cashed their initial *pro rata* cash payment—provided the average such payment amount is at least ten dollars (\$10.00). *Id.* ¶ 8.9. Following this second distribution, the amount remaining in the Settlement Fund, if any, shall be distributed to the Non-Profit Recipient as approved by the Court. *Id.*

II. Legal Standard

Illinois has adopted the “common fund doctrine” for the payment of attorneys’ fees in class action cases. *Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011); *see also Saltiel v. Olsen*, 85 Ill.2d 489-91, 55 Ill. Dec. 830, 426 N.E.2d 1204 (1981). The common fund doctrine provides that “a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Id.* (quotations omitted). The common fund doctrine flows from the court’s inherent equitable powers and prevents successful litigants from being “unjustly enriched if their attorneys were not

compensated from the common fund created for the litigants' benefit." *Brundidge v. Glendale Federal Bank, F.S.B.*, 168 Ill. 2d 235, 238, 659 N.E.2d 909, 911 (1995). Therefore, this approach "spreads the costs of litigation proportionately among those who will benefit from the fund." *Id.* (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

In applying the common fund doctrine, a trial court has discretion to use either the percentage-of-recovery or lodestar method when determining a fee award in class action litigation. *McCormick v. Adtalem Global Education, Inc.*, 2022 IL 201197, ¶ 24. The percentage-of-recovery approach bases a reasonable attorneys' fee "upon a percentage of the amount recovered on behalf of the plaintiff class." *Brundidge*, 168 Ill.2d at 238. On the other hand, the lodestar approach determines a fee award by taking the reasonable value of the services rendered (based on the hours devoted to the matter by class counsel) and applying "a weighted multiplier representing the significance of other pertinent considerations," such as the contingent nature of the litigation, its complexity, and the ultimate benefit conferred upon class members. *Id.* at 239-40.

III. Argument

a. The Requested Attorneys' Fees are Reasonable and Should be Approved

Class Counsel's substantial efforts in guiding the Settlement Class to a non-reversionary \$1,500,000 Settlement Fund support the requested attorneys' fees of \$525,000 (35% of the Settlement Fund). As discussed below, Class Counsel's attorneys' fees request is consistent with the market rate for attorney services in contingency fee class action cases and reflects the substantial recovery here.

1. The Court Should Apply the Percentage-of-Recovery Approach to Determine a Reasonable Attorney's Fee

This Court should apply the percentage-of-recovery approach to determine a reasonable attorneys' fee in this case. The percentage-of-recovery approach has been deemed a "fair and expeditious method that reflects the economics of legal practice and equitably compensates

counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge*, 168 Ill.2d at 244. Conversely, the lodestar method has been widely criticized as:

[I]ncreas[ing] the workload of an already overtaxed judicial system,...creat[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law...has led to abuses such as lawyers billing excessive hours...creates a disincentive for the early settlement of cases...does not provide the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered...[and] is confusing and unpredictable in its administration.

Ryan v. City of Chicago, 274 Ill. App. 3d 913, 923, 654 N.E.2d 483, 490 (1995) (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237, 246-49 (1985)).

The vast majority of courts presiding over class-action settlements in Illinois have adopted the percentage-of-the-fund method to determine the appropriate amount of attorneys’ fees to award class counsel. *See, e.g., McCormick*, 2022 IL 201197 (applying percentage-of-recovery method in a consumer class action); *Willis v. iHeartMedia Inc.*, No. 2016-CH-02455, Aug. 11, 2016 Final Judgment and Order of Dismissal (Cir. Ct. Cook Cnty., Ill.) (granting final approval and awarding class counsel 40% of settlement fund in a class action under the Telephone Consumer Protection Act (“TCPA”)). Further, “[i]t is settled that [Illinois courts] may consider federal case law for guidance on class action issues because the Illinois class action statute is patterned on Rule 23 of the Federal Rules of Civil Procedure.” *Ballard RN Ctr., Inc. v. Kohll’s Pharmacy & Homecare, Inc.*, 2015 IL 118644, ¶ 40. The percentage-of-recovery approach is the preferred method for determining attorneys’ fees in consumer class actions in federal courts generally, and the Seventh Circuit in particular. *See, e.g., Florin v. Nationsbank of Ga., NA*, 34 F.3d 560, 566 (7th Cir. 1994) (“[T]here are advantages to utilizing the percentage method in common fund cases because of its relative simplicity of administration.”).

Additionally, the percentage-of-recovery method is consistent with the agreement that Class Members and Class Counsel would have struck *ex ante*, making it the preferred calculation

method in class actions. *See Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 957 (7th Cir. 2013) (observing that a fee award should “approximate the market rate that prevails between willing buyers and willing sellers of legal services.”). A federal court in the Northern District of Illinois reasoned that:

[W]hen considering the market rate for counsel’s services in an ex ante position, ‘the normal practice in consumer class actions’ is to ‘negotiate[] a fee arrangement based on a percentage of the recovery.’ ‘This is so because fee arrangements based on the lodestar method require plaintiffs to monitor counsel and ensure that counsel are working efficiently on an hourly basis, something a class of...plaintiffs likely would not be interested in doing.’ Similarly, because of the coordination problems with so many plaintiffs, it is unlikely that class members would want to pay attorneys’ fees in advance.

Wright v. Nationstar Mortgage LLC, No. 14 C 10457, 2016 WL 4505169, at * 14 (N.D. Ill. Aug. 29, 2016); *see also In re Capital One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 795 (N.D. Ill. 2015) (“[T]he court believes that the class would have negotiated a fee arrangement based on a percentage of the recovery, consistent with the normal practice in consumer class actions.”). The percentage-of-recovery method will most fairly compensate Class Counsel for the significant investment of time and resources expended in obtaining relief for the Settlement Class, while accounting for the magnitude of the recovery achieved and the substantial risk of non-payment. The percentage-of-recovery approach also accurately reflects the contingent nature of the fees negotiated between Class Counsel and Plaintiffs. *See id.*

Because the percentage-of-recovery method is the favored method for calculating attorneys’ fees in Illinois class actions, because this method is the most efficient and expeditious way to calculate fees, and because it aligns with the fee agreements that regularly govern the provision of similar legal services, this Court should apply the percentage-of-recovery method.²

² The Court need not “cross-check” the reasonableness of the fee award as determined by the percentage-of-recovery method against the fee award calculated using the lodestar method.

2. 35% of the Settlement Fund Is a Reasonable Fee Award Here

Illinois law stipulates that “an attorney is entitled to an award from [a common fund] for the reasonable value of his or her services.” *Ryan*, 274 Ill. App. 3d at 922 (internal citation omitted). “When assessing the reasonableness of fees, a trial court may consider a variety of factors, including the nature of the case, the case’s novelty and difficulty level, the skill and standing of the attorney, the degree of responsibility required, the usual and customary charges for similar work, and the connection between the litigation and the fees charged.” *McNiff v. Mazda Motor of Am., Inc.*, 384 Ill. App. 3d 401, 407 (4th Dist. 2008) (quoting *Richardson v. Haddon*, 375 Ill. App. 3d 312, 314-15 (1st Dist. 2007)) (quotations omitted). Here, each of these factors demonstrates that the requested fee is reasonable. *See, e.g., McNicholas, et al., v. Illinois Gastroenterology Group, P.L.L.C.*, Case No. 22-LA-173, Cir. Ct. Lake Cty. (approving 36.4% of the settlement in attorneys’ fees); *Hestrup, et al. v. DuPage Medical Group, Ltd.*, Case No. 2021-L-937, Cir. Ct. DuPage Cty. (approving 33.3% of the settlement fund in attorneys’ fees); *Lhota, et al. v. Michigan Ave. Immediate Care, S.C.*, Case No. 2022-CH-06616, Cir. Ct. Cook Cty. (approving 35% of the settlement fund in attorneys’ fees).

i. Plaintiffs’ Claims Carried Substantial Litigation Risk

The Settlement constitutes a significant result in light of the substantial risks concomitant with continued litigation. While Plaintiffs believe in the strength of their claims, ultimate success was not guaranteed. Plaintiffs’ chances of prevailing on the merits were uncertain—especially where significant unsettled questions of law and fact exist, which is common in data breach

McCormick, 2022 IL 201197, ¶ 26 (noting that an argument for a lodestar cross-check of a fee award calculated by the percentage-of-recovery method was “an argument for inefficiency.”). However, should the Court request, Class Counsel is willing to provide their lodestar and the relevant case law on the reasonableness of the figures and determining an appropriate risk multiplier to be applied thereto.

litigation. “Data breach litigation is evolving; there is no guarantee of the ultimate result.” *Fox v. Iowa Health Sys.*, No. 3:18-cv-327, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021).

Although nearly all class actions involve a high degree of risk, expense, and complexity, this Action presents a particularly complex and risky area of law. *See Cotter v. Checkers Drive-In Rests., Inc.*, No. 8:19-cv-1386, 2021 WL 3773414, at *12 (M.D. Fla. Aug. 25, 2021) (noting that data breach class actions present “serious risks” due, in part, to “the ever-developing law surrounding data breach cases”); *In re Citrix Data Breach Litig.*, No. 19-61350, 2021 WL 2410651, at *3 (S.D. Fla. Jun. 11, 2021) (“Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages.”); *Fox*, 2021 WL 826741, at *5 (“Data breach litigation is evolving; there is no guarantee of the ultimate result.”). This case is no exception.

Despite Plaintiffs’ belief in the strength of their claims, Aon firmly denies the material allegations of the Complaint and intends to pursue several legal and factual defenses. Indeed, Plaintiffs’ case was initially dismissed and only continued after an appeal of this initial decision. Even Plaintiffs’ appeal was only partially successful, however, and several of Plaintiffs’ claims were ultimately dismissed. *Flores v. Aon Corp.*, 2023 IL App (1st) 230140, at ¶ 62 (affirming dismissal of Plaintiffs’ claims for negligence *per se*, breach of implied contract, unjust enrichment, and violation of the Illinois Consumer Fraud Act). Had this appeal failed, Plaintiffs and the Class would have received nothing. In the absence of the Settlement, Plaintiffs would need to establish cognizable harm and causation class-wide in this complex and technical litigation. *See, e.g., Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases . . . are particularly risky, expensive, and complex.”).

Class certification poses a significant obstacle, which would be hotly contested and for which success is far from guaranteed. While some data breach cases have successfully achieved class certification, courts have denied certification in other class actions. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Even achieving certification does not guarantee ultimate success on the issue, as class certification can be reversed on appeal. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023) (decertifying data breach class action). Thus, Plaintiffs' claims remain, in many ways, untested and Plaintiffs would face numerous challenges at class certification, summary judgment, and trial.

Continuing to litigate this class action would have proved lengthy, complex, and expensive, thereby delaying (and potentially dissipating) any benefits that might have been obtainable. Instead of staying the course on this uncertain path, Plaintiffs and Class Counsel negotiated a Settlement that provides immediate, certain, and meaningful relief to all Settlement Class Members. This weighs in favor of the requested fees and service award.

These risks were compounded by the fact that Class Counsel litigated this case on a contingency fee basis. "Contingent fees compensate lawyers for the risk of nonpayment. The greater the risk of walking away empty-handed, the higher the award must be to attract competent and energetic counsel." *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 958 (7th Cir. 2013) (citing *Kirchoff v. Flynn*, 786 F.2d 320 (7th Cir. 1986)). The risk of nonpayment is important in determining the reasonableness of an attorneys' fees request due to the "risk that attorneys will receive no fee (or at least not the fee that reflects their efforts) when representing a class [on a contingency basis] because their fee is linked to the success of the suit." *Sutton v. Bernard*, 504 F.3d 688, 694 (7th Cir. 2007).

Class Counsel litigated this case on a purely contingent basis. Declaration of Joseph M. Lyon (“Lyon Decl.”), ¶ 10. Class Counsel devoted substantial resources to the prosecution of this matter, foregoing other opportunities, with no guarantee that they would be compensated for their time or reimbursed for their expenses. *Id.* ¶ 7. In addition to attorney time spent on the case, Class Counsel also advanced \$19,899.45 in out-of-pocket expenses with no guarantee of repayment. *Id.* Nevertheless, Class Counsel zealously advocated for Plaintiffs and the Settlement Class. To date, Class Counsel have received no compensation for their work on this case. *Id.* ¶ 10. Class Counsel’s “substantial outlay,” and the risk of no recovery, further supports the award of their requested fees. *In re Omnivision Techs.*, 559 F. Supp. 2d 1036, 1047 (C.D. Cal. 2008).

ii. The Skill and Standing of the Attorneys Supports the Requested Fees

The attorneys handling this case are in good standing in their respective jurisdictions. Class Counsel are well-respected attorneys with significant experience litigating similar class action cases in federal and state courts across the country, including other data breach cases. Furthermore, “[t]he quality of the opposition should be taken into consideration in assessing the quality of the plaintiffs’ counsel’s performance.” *In re MetLife Demutalization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y. 2010). Here, Defendant was represented by the prominent and well-respected law firm of Willkie Farr & Gallagher, LLP. Class Counsel achieved an exceptional result in this case while facing well-resourced and experienced defense counsel. *See In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) (“The high quality of defense counsel opposing Plaintiffs’ efforts further proves the caliber of representation that was necessary to achieve the Settlement.”).

iii. The Settlement Was the Result of Arm’s-Length Negotiations Between the Parties after a Significant Exchange of Information

This action required considerable skill and experience to bring it to such a successful conclusion. Lyon Decl. ¶ 13. The case required investigation of factual circumstances, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses. *Id.* ¶ 14. Class Counsel undertook the large responsibility of funding this case, without any assurance that they would recover those costs. *Id.* ¶ 7. Class Counsel not only took on the obligation to act on behalf of the Plaintiffs, but also the class as a whole. *Id.* ¶ 10.

Class Counsel worked with Defendant's Counsel to gather critical information in advance of the mediations, including the size and scope of the putative class. *Id.* ¶ 15. The Parties also engaged in pre-mediation discovery and exchanged detailed mediation statements airing their respective legal arguments. *Id.* On September 16, 2024, the Parties participated in a mediation with Mr. Friedman, which ultimately led to an agreement. *Id.* ¶ 16. Through the undertaking of a thorough investigation, informal discovery, and substantial arm's-length negotiations, Class Counsel obtained a settlement that provides a real and significant monetary benefit to the Class. *Id.* Since that time, Class Counsel have successfully moved for preliminary approval, are submitting an application for attorneys' fees and costs, and diligently monitoring the notice program and claims administration process. *Id.*

Defendant is represented by highly experienced attorneys who have made clear that, absent a settlement, they were prepared to continue their vigorous defense of this case and oppose class certification. *Id.* ¶ 17. Class Counsel undertook this representation understanding this risk and achieving the Settlement in spite of that risk.

iv. Attorneys' Fees of 35% of the Settlement Fund is Consistent with the Usual and Customary Charges for Similar Work

Class Counsel's request for \$525,000 in attorneys' fees is reasonable and consistent with market rates. The Seventh Circuit has held:

When a class suit produces a fund for the class, it is commonplace to award the lawyers for the class a percentage of the fund, in recognition of the fact that most suits for damages in this country are handled on the plaintiff's side on a contingent fee basis. The typical contingent fee is **between 33 and 40 percent**...

Gaskill v. Gordon, 160 F.3d 361, 362 (7th Cir. 1998) (emphasis added).

Courts in Illinois routinely award attorneys' fees of 35% (or more) of the common fund in class action cases. *See, e.g., McCormick*, 2022 IL 201197, ¶ 1 (approving award of 35% of common fund); *Preliceanu v. Jumio Corp.*, No. 2018-CH-15833 (Cir. Ct. Cook Cty. Jul. 21, 2022) (awarding 40% of settlement fund); *Richardson v. Ikea North America Servs.*, No. 21-CH-5392 (Cir. Ct. Cook Cnty. 2023) (awarding 40% of common fund in privacy class action); *Martin v. Safeway, Inc.*, 20-CH-5480 (Cir. Ct. Cook Cnty. 2022) (same); *Donahue v. Everi Holdings, Inc.*, No. 2018-CH-15419 (Cir. Ct. Cook Cnty. Dec. 3, 2020) (same); *Karpilovksy v. All Web Leads, Inc.*, No. 2017-cv-01307 (N.D. Ill. Aug. 8, 2019), ECF No. 173 (approving fees amounting to 35% of the entire settlement fund); *see also* Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 15.83 (William B. Rubenstein ed., 5th ed.) (noting that, generally, "50% of the fund is the upper limit on a reasonable fee award from any common fund"). The request here is consistent with this overwhelming precedent and should be granted.

3. Class Counsel's Litigation Expenses are Reasonable

Under the terms of the Settlement Agreement, Class Counsel may seek reimbursement for costs and expenses reasonably incurred during this litigation. S.A. ¶ 7.1.3. To date, Class Counsel have incurred \$19,899.45 in expenses consisting substantially of mediation costs, as well as the filing fees, *pro hac vice* fees, and service of the complaints. Lyon Decl. ¶ 21. Each of these expenses was necessarily and reasonably incurred to bring this case to a successful conclusion, and they reflect market rates for various categories of expenses incurred. *Id.* The requested expenses are commonly incurred in class action litigation. *See, e.g., Alvarado v. Nederend*, No.

1:08-cv-01099, 2011 WL 1883188, at *10 (E.D. Cal. May 17, 2011) (“[F]iling fees, mediator fees [], ground transportation...are routinely reimbursed in these types of cases.”); *Fauley v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 15 (affirming settlement award which included \$592,094 as a reimbursement for costs and expenses). These expenses were incurred for the benefit of the Settlement Class. In light of these considerations, this Court should award a total cost and expense award to Class Counsel of \$19,899.45.

4. The Requested Service Awards are Reasonable and Appropriate

Like the proposed attorneys’ fee and expense award, the Settlement Agreement anticipates that Plaintiffs will petition the Court for a service award for the Settlement Class Representatives. S.A. ¶ 7.1.2. Settlement Class Members received notice that the Settlement Class Representatives will each request \$5,000 for their service to the Class. Such awards are common to incentivize plaintiffs to bring their claims on a class basis, as they reflect the benefit conferred on the class and encourage the future filing of beneficial litigation. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992).

The requested award of \$5,000 for each of the six Settlement Class Representatives is reasonable and commensurate with service awards approved by Illinois courts. Settlement Class Representatives’ willingness to commit time to this litigation and undertake the responsibilities involved in representative matters resulted in a substantial benefit to the Settlement Class that fully justifies the requested incentive awards. Lyon Decl. ¶ 23. Class Counsel relied on Settlement Class Representatives throughout the proceedings—Settlement Class Representatives provided valuable information and documentation relating to the Cyber Incident and the injuries they subsequently suffered. *Id.* Settlement Class Representatives remained integrally involved in the proceedings, as they reviewed various versions of complaints, participated in discovery activities, and reviewed the Settlement. *Id.*

Courts in Illinois frequently approve service awards far greater than the \$5,000 requested by Settlement Class Representatives. *See, e.g., Prelipceanu*, No. 2018-CH-15833 (Cir. Ct. Cook Cty., Ill. Jul. 21, 2020) (awarding \$10,000 to class representative); *Fauley*, 2016 IL App (2d) 150236, ¶ 15 (affirming trial court’s approval of settlement which included incentive awards of \$15,000 to the class representatives); *Crawford Lumber Co. v. Interline Brands, Inc.*, No. 11-CV-4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (approving an award of \$25,000); *Spano v. Boeing Co.*, No. 06-cv-743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving incentive awards of \$25,000 and \$10,000 for two plaintiffs); *Ryan*, 274 Ill. App. 3d at 917 (noting that trial court had awarded \$10,000 to each of the named plaintiffs); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. REV. 1303, 1308 (2006) (summarizing the results of a study which found that “[t]he average award per class representative was \$15,992”).

IV. CONCLUSION

Plaintiffs and Class Counsel respectfully ask the Court to approve Plaintiffs’ request for \$525,000 in attorneys’ fees, \$19,899.45 as reimbursement for litigation costs and expenses, and service awards in the amount of \$5,000 for each of Settlement Class Members Flores, Dube, Williams, Rushing, Ostrowski, and Matos. The requested awards would adequately reward and reasonably compensate Settlement Class Representatives and Class Counsel for assuming the significant risks that this case presented at the outset and nonetheless choosing to expend a substantial amount of time and resources investigating, litigating, and negotiating a resolution to this case for the benefit of the Settlement Class.

Dated: March 25, 2025

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Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I, Raina C. Borrelli, hereby certify that on March 25, 2025, I electronically filed the foregoing with the Clerk the Cook County Court using OdysseyFileIL, an approved electronic filing service provider, which will send notification of such filing to counsel of record via the OdysseyFileIL system.

DATED this 25th day of March, 2025.

STRAUSS BORRELLI PLLC

By: /s/ Raina C. Borrelli
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Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 5

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Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2022CH06132
Calendar, 5
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— **EXHIBIT 1** —

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

MARIA FLORES, DEANNA DUBE, MISTY
WILLIAMS, and SHARON RUSHING on
behalf of themselves and all others similarly
situated,

Plaintiff,

v.

AON CORPORATION,

Defendant.

Case No. 2022 CH 06132

Judge David B. Atkins

SETTLEMENT AGREEMENT

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This Settlement Agreement, dated December 16, 2024, is made and entered into by and among: (1) Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos¹ (collectively, “Plaintiffs” or “Proposed Class Representatives”), individually and on behalf of the Settlement Class Members (as defined below); and (2) Defendant Aon Corporation (“Aon” and together with Plaintiffs, the “Parties”).

I. BACKGROUND

1. Aon is a leading global professional services firm.
2. On February 25, 2022, Aon learned of a data security incident (the “Cyber Incident”) in which an unauthorized, outside actor (the “Threat Actor”) gained access to Aon’s internal network through a vulnerability in Aon’s network. At that time, the vulnerability was not publicly known. Aon’s investigation of the Cyber Incident revealed that the Threat Actor temporarily accessed and temporarily obtained certain records containing personal information pertaining to Aon’s employees and individuals associated with Aon’s corporate clients.
3. On May 27, June 13, and July 1, 2022, after reviewing the exfiltrated data and obtaining consent from its corporate clients, Aon began to notify potentially impacted individuals of the Cyber Incident. Aon offered two years of complimentary credit monitoring services to all impacted individuals.
4. On June 24, 2022, Plaintiff Maria Flores (“Plaintiff Flores”) filed a putative class action complaint against Aon in the Cook County Circuit Court.
5. On August 29, 2022, Plaintiff Flores, joined by Plaintiffs Deanna Dube, Misty Williams, and Sharon Rushing, filed an amended putative class action complaint against Aon (the

¹ By agreement of the parties and subject to the approval of the Court, Jim Ostrowski and Ana Matos are identified as Proposed Class Representatives, solely for the purpose of this Settlement Agreement. At no time were Jim Ostrowski and Ana Matos named or identified as plaintiffs and/or proposed class representatives in the FAC and/or any other complaint filed in the Litigation.

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“FAC”) alleging negligence, negligence *per se*, implied breach of contract, unjust enrichment, violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, Invasion of Privacy, and violation of the Florida Deceptive and Unfair Trade Practices Act.

6. On October 5, 2022, Aon moved to dismiss each of the claims in the FAC, and the Parties completed briefing on Aon’s motion to dismiss.

7. On December 22, 2022, the Cook County Circuit Court granted Aon’s motion to dismiss in full.

8. On January 20, 2023, Plaintiffs appealed the Cook County Circuit Court’s order granting Aon’s motion to dismiss to the Illinois Appellate Court.

9. On September 29, 2023, the Illinois Appellate Court affirmed the Cook County Circuit Court’s judgment dismissing Plaintiffs’ claims for negligence *per se*, implied breach of contract, unjust enrichment, and violation of the Illinois Consumer Fraud and Deceptive Business Practices Act. The Illinois Appellate Court reversed the Cook County Circuit Court’s dismissal of Plaintiffs’ claims for negligence, violation of the Florida Deceptive and Unfair Trade Practices Act, and invasion of privacy.

10. On July 9, 2024, the Parties informed the Cook County Circuit Court that they had agreed to mediate their dispute and requested that the proceedings be stayed pending that mediation.

11. On July 11, 2024, the Cook County Circuit Court granted the Parties’ motion to stay the proceedings.

12. On September 16, 2024, the Parties participated in a mediation session, which was facilitated by an experienced mediator, Bruce A. Friedman. After hours of hard-fought negotiations, the Parties reached an agreement in principle.

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13. After reaching an agreement in principle, the Parties continued negotiating the additional terms of the settlement. The Parties' agreement in principle and additional agreed-upon terms are now finalized in this Settlement Agreement and the attached exhibits.

14. Pursuant to the terms set out below, this Settlement Agreement provides for the full and final resolution, discharge and settlement of all claims and causes of action asserted, or that could have been asserted, against Aon and the Released Persons (as defined below) arising out of or relating to the Cyber Incident, by and on behalf of the Proposed Class Representatives and Settlement Class Members (as defined below) and any other such actions by and on behalf of any other persons in the United States relating to the Cyber Incident. The settlement contemplated by this Settlement Agreement is subject to preliminary and final approval by the Court.

II. CLASS REPRESENTATIVES' CLAIMS AND BENEFITS OF SETTLING

Although Aon disagrees, Proposed Class Representatives believe the claims asserted in the Litigation (defined below), as set forth in the FAC, have merit. Proposed Class Representatives, Plaintiffs' Counsel, and Proposed Class Counsel (defined below), recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Aon 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. Plaintiffs' Counsel and Proposed Class Counsel are experienced in class action litigation and are very knowledgeable regarding the relevant claims, remedies, and issues generally in such litigation and in the privacy issues specific to this litigation. They have determined that the settlement set forth in this Settlement Agreement, which provides compensation for those individuals who are alleged to have suffered the consequences of the Cyber Incident, is fair, reasonable, adequate, and in the best interest of Proposed Class Representatives and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Aon denies all of the material contentions and claims alleged against it in this Litigation (defined below), and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Aon specifically denies that Proposed Class Representatives and the Settlement Class Members are entitled to any relief from Aon. Aon further asserts that neither the Proposed Class Representatives nor the Settlement Class Members have suffered harm and that the complications of managing a potential trial in this matter among other reasons would preclude class certification in the absence of settlement. Nonetheless, without making any admission of wrongdoing whatsoever, Aon has considered the uncertainty and risks inherent in any litigation, concluded that further conduct of this Litigation would be protracted and expensive, and that it is desirable and beneficial that this Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Proposed Class Representatives, individually and on behalf of the Settlement Class Members, and Aon that, subject to the approval of the Court, the Litigation be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

1 **Definitions**

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

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

1.2 “Aon” means Aon Corporation, its Related Entities, and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions,

successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.3 “Aon’s Counsel” means Craig C. Martin, LaRue L. Robinson, Breanna Smith-Bonsu, Bianca Valdez, Elizabeth Astrup, and Nathan Pflaum of Willkie Farr & Gallagher LLP located at 300 North LaSalle, 50th Floor, Chicago, Illinois 60654.

1.4 “Claimant[s]” shall have the meaning given in Paragraph 8.5.

1.5 “Claim Form[s]” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit 3** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.

1.6 “Claims Deadline” means the postmark deadline for valid claims pursuant to Paragraph 8.3 which shall be ninety (90) Days after the Class Notice Date.

1.7 “Claims Period” means the period for filing claims up until a date certain no more than ninety (90) Days from the date notice is mailed or otherwise provided to the Settlement Class Members.

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1.8 “Class Counsel” are counsel which the court finds, for settlement purposes only, will likely satisfy the requirements of 735 ILCS 5/2-801(3) and appoints as class counsel, as set forth in the Preliminary Approval Order attached hereto as **Exhibit 4**.

1.9 “Class Notice Date” means thirty (30) days after entry by the Court of the Preliminary Approval Order.

1.10 “Class Representatives” are the class representatives which the court finds, for settlement purposes only, will likely satisfy the requirements of 735 ILCS 5/2-801(1)–(4) and appoints as class representatives, as set forth in the Preliminary Approval Order attached hereto as **Exhibit 4**.

1.11 “Court” means the Circuit Court of Cook County, Illinois.

1.12 “Cyber Incident” means the data security incident that occurred between approximately December 29, 2020 and March 5, 2022, wherein an unauthorized individual or entity gained access to Aon’s network systems and accessed the PII of Plaintiffs and Settlement Class Members.

1.13 “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, if any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

1.14 “Effective Date” means the first date by which all of the events and conditions specified in Paragraphs 1.16 and 9.1 herein have occurred and been met.

1.15 “Fee Award, Costs, and Expenses” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Proposed Class Counsel and Plaintiffs’ Counsel.

1.16 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Final Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorney’s fee award or service awards made in this case shall not affect whether the Final Judgment is “Final” as defined herein or any other aspect of the Final Judgment.

1.17 “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications of Plaintiffs’ Counsel and Proposed Class Counsel for Fee Award, Costs, and Expenses, and service awards should be approved.

1.18 “Final Approval Order” means the order of the Court in a form substantially similar to the one attached hereto as **Exhibit 5** finally approving this Settlement and which:

- a) Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
- b) Finds that this Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- c) Dismisses the Plaintiffs’ claims pending before the Court with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

- d) Approves the release provided in Section 6 and orders that, as of the Effective Date, the Released Claims will be released as to the Released Persons; and
- e) Reserves jurisdiction over the settlement and this Settlement Agreement.

1.19 “Final Judgment” means the dismissal with prejudice of the claims against Aon in the Litigation, entered in connection with the Settlement and Final Approval Order.

1.20 “He” means “he, she, or it.”

1.21 “Him” means “him, her, or it.”

1.22 “His” means “his, hers, or its.”

1.23 “Litigation” means the lawsuit entitled *Flores v. Aon, Corp.*, No. 2022CH06132, currently pending in the Circuit Court of Cook County, Illinois.

1.24 “Long-Form Notice” means the written notice substantially in the form of **Exhibit 2** to this Settlement Agreement.

1.25 “Net Settlement Fund” means the amount of funds that remains in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement; (ii) any taxes owed by the Settlement Fund; (iii) any service awards approved by the Court; and (iv) any Fee Award, Costs, and Expenses approved by the Court.

1.26 “Non-Profit Residual Recipient” means Chicago Volunteer Legal Services.

1.27 “Notice and Claims Administration Costs” means all costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement. This does not include any separate costs incurred directly by Aon or any of Aon’s agents or representatives in this Litigation.

1.28 “Notice Program” means the notice program described in Paragraph 3.2 herein.

1.29 “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely and shall be sixty (60) Days from the Class Notice Date.

1.30 “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely and shall be sixty (60) Days after the Class Notice Date.

1.31 “PII” means personally identifiable information.

1.32 “Plaintiffs’ Counsel” means Kenneth A. Wexler and Bethany Turke of Wexler Boley & Elgersma LLP located at 311 S. Wacker Drive, Suite 5450, Chicago, Illinois 60606; Samuel J. Strauss, Raina C. Borrelli, Alex Phillips, and Brittany Resch of Strauss Borrelli PLLC located at 980 N. Michigan Avenue, Suite 1610, Chicago, Illinois 60611; Joseph M. Lyon of The Lyon Firm located at 2754 Erie Avenue, Cincinnati, Ohio 45208; Bryan L. Bleichner of Chestnut Cambronne PA located at 100 Washington Avenue South, Suite 1700, Minneapolis, Minnesota 55401; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC located at 221 West Monroe Street, Suite 2100, Chicago, Illinois 60606; Terence R. Coates of Markovits, Stock & Demarco, LLC located at 119 E. Court Street, Suite 530, Cincinnati, Ohio 45202; Patrick N. Keegan of Keegan & Baker, LLP, 2292 Faraday Avenue, Suite 100, Carlsbad, California 92008; and Ryan A. Stygar of Centurion Trial Attorneys, APC, 8880 Rio San Diego Drive, Suite 800, San Diego, California 92108.

1.33 “Preliminary Approval Order” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing.

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1.34 “Proposed Class Counsel” means Samuel J. Strauss, Raina C. Borrelli, Alex Phillips, and Brittany Resch of Strauss Borrelli PLLC located at 980 N. Michigan Avenue, Suite 1610, Chicago, Illinois 60611; Joseph M. Lyon of The Lyon Firm located at 2754 Erie Avenue, Cincinnati, Ohio 45208; and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC located at 221 West Monroe Street, Suite 2100, Chicago, Illinois 60606.

1.35 “Related Entities” means Aon’s past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, including any and all independently owned and operated business entities, subcontractors, assigns and joint ventures, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them, other than any individual who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cyber Incident or who pleads nolo contendere to any such charge.

1.36 “Released Claims” collectively means any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, of Proposed Class Representatives or any Settlement Class Member that were or could have been asserted (whether individually or on a class-wide basis) based on, relating to, concerning or arising out of the Cyber Incident, alleged

theft or misuse of individuals' PII, or the allegations, facts, or circumstances related to the Cyber Incident as described in the Litigation including, without limitation, any causes of action for or under: state consumer protection statutes, including those of Illinois and Florida; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; any federal, state or local statutory or regulatory claims, including, but not limited to, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states, U.S. territories, and the United States; and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and litigation costs, expenses, 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 Proposed Class Representatives or any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Cyber Incident, alleged theft or misuse of individuals' PII or the allegations, facts, or circumstances related to the Cyber Incident. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. The Released Claims shall be accorded the broadest preclusive scope and effect permitted by law against the Proposed Class Representatives and Settlement Class Members and this definition of Released Claim is a material term of this Settlement Agreement.

1.37 “Released Persons” means Aon, the Related Entities and each of their past or present parent companies, subsidiaries, divisions, related or affiliated individuals and entities, divisions, successors, predecessors (including companies they have acquired, purchased or absorbed), subcontractors, assigns and joint venturers, and each of their respective successors, predecessors, officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under, by or through, or in concert with any of them.

1.38 “Settlement Administrator” means Verita Global, LLC, the class action settlement administrator, identified in the unopposed motion for preliminary approval, that has been retained (subject to Court approval) to carry out the Notice Program and administer the claims and settlement fund distribution process. Proposed Class Counsel and Aon’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.39 “Settlement Class” means all persons in the United States whose PII was accessed, acquired, and/or compromised in the Cyber Incident that occurred on Aon’s network systems between December 29, 2020 and March 5, 2022 (i.e., the Cyber Incident, as previously defined), including all persons who were sent a notice of this Cyber Incident. Aon’s officers and directors are excluded from the Settlement Class, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this Settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating,

aiding or abetting the criminal activity occurrence of the Cyber Incident or who pleads nolo contendere to any such charge.

1.40 “Settlement Class Member[s]” means all persons who are members of the Settlement Class.

1.41 “Settlement Fund” means the non-reversionary sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be paid by Aon as specified in this Agreement, including any interest accrued thereon after payment.

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

1.43 “Short-Form Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form of **Exhibit 1** to this Settlement Agreement.

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2 Settlement Benefits

2.1 Settlement Fund. Aon agrees to make a payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) and deposit that payment into the Settlement Fund as follows: (i) Aon shall pay Two Hundred and Fifty Thousand Dollars and No Cents (\$250,000.00) into the Settlement Fund thirty (30) Days after the Court enters the Preliminary Approval Order, which shall be available to cover Notice and Claims Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment, (ii) Aon shall pay the balance of the Settlement Fund, One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), seven (7) Days after the Effective Date. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Aon's liability shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) absent an express written agreement between the Parties to the contrary. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund within seven (7) Days of the date that the Preliminary Approval Order is issued. If Aon does not receive this information by seven (7) Days after the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within thirty (30) Days after Aon receives this information.

2.2 Custody of the Settlement Fund. The Settlement Fund shall be deposited in an appropriate interest-bearing trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to Aon in the event this Agreement is voided, terminated, or cancelled.

2.2.1 In the event this Agreement is lawfully voided, terminated, or cancelled due to lack of approval from the Court or any other reason other than breach of the Agreement by Aon: (i) the Proposed Class Representatives, Plaintiffs' Counsel and Proposed Class Counsel shall have

no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to Aon; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

2.3 Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Aon in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is lawfully voided, cancelled, or terminated, as described in Section 9 of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall ever be returned to Aon.

2.4 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any service awards approved by the Court, (iv) any Fee Award, Costs, and Expenses as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

2.5 Financial Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Proposed Class Counsel and Aon, and shall be maintained as a qualified settlement fund pursuant to 26 CFR § 1.468B-1, *et seq.*

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

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

2.8 Treasury Regulations and Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of 26 CFR § 1.468B-1, and that the Settlement Administrator, within the meaning of 26 CFR § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be

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

2.9 Taxes. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by the Proposed Class Representatives or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Proposed Class Representatives and each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

2.10 Settlement Class Certification. The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if this 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, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any 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.

2.11 Limitation of Liability.

2.11.1 Aon and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Proposed Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Aon also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

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

2.12 Compensation to Settlement Class. Settlement Class Members must timely submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for

completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide Claimants an opportunity to cure in the manner set forth below. Settlement Class Members may elect to file a claim for either 1) a *pro rata* cash payment and/or 2) a claim for reimbursement of out-of-pocket losses.

2.13 Pro Rata Cash Payments. All Settlement Class Members may file a claim for a *Pro Rata* Cash Payment. The amount of the *Pro Rata* Cash Payments will be determined on a *pro rata* basis as described in Paragraph 8.7.2.

2.14 Reimbursement for Out-of-Pocket Losses. Settlement Class Members may submit a claim for reimbursement of documented out-of-pocket expenses up to \$10,000 incurred, more likely than not, as a direct result of the Cyber Incident. Out-of-Pocket Losses may include, but are not limited to, losses attributable to fraud or identity theft, documented 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, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance product. Out-of-Pocket Losses must be supported by documentation and have been incurred between December 30, 2020 and the date of the close of the Claims Period, and the Claimant must attest under penalty of perjury that the losses were incurred as a result of the Cyber Incident and not already paid for or reimbursed by a third party.

3 Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing

3.1 Motion for Preliminary Approval Order. As soon as practicable after the execution of this Settlement Agreement, Proposed Class Counsel shall submit this Settlement Agreement to the Court as part of an unopposed motion for preliminary approval of this Settlement Agreement. The unopposed motion for preliminary approval shall request entry of a Preliminary Approval Order in the form attached hereto as **Exhibit 4** or an order substantially similar, requesting, *inter alia*:

- a) conditional certification of the Settlement Class for settlement purposes only pursuant to Paragraph 2.10;
- b) preliminary approval of this Settlement Agreement as set forth herein;
- c) the scheduling of a Final Approval Hearing and briefing schedule for a motion for Final Approval Order and for a motion for Fee Award, Costs, and Expenses;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Proposed Class Representatives as Class Representatives;
- f) approval of a customary form of short notice to be mailed (and, where possible, emailed) to Settlement Class Members with an attached “tear off” claim form with prepaid postage for those who wish to make claims that do not require documentation (e.g., claims for *Pro Rata* Cash Payment, as set forth in Paragraph 2.13) in a form substantially similar to the Short-Form Notice attached hereto as **Exhibit 1** and a customary long-form notice in a form substantially similar to the Long-Form Notice attached hereto as **Exhibit 2**, 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 object to or opt out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) appointment of Verita as Settlement Administrator; and

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- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit 3**.

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

3.2 The Notice Program. Within seven (7) Days of an order directing class notice, Aon will provide to the Settlement Administrator a class list that includes Settlement Class Members' full names and last known addresses as reflected in Aon's records. Notice shall be provided to Settlement Class Members in accordance with the Notice Program set forth below at Paragraphs 3.2–3.6. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements. Prior to the Final Approval Hearing, Proposed Class Counsel and/or the Settlement Administrator shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the Notice Program.

3.2.1 *Short-Form Notice*. On or before the Class Notice Date, the Settlement Administrator shall mail the Short-Form Notice, with an attached “tear off” Claim Form with prepaid postage for those who wish to make a claim that does not require documentation (i.e. for *Pro Rata* Cash Payment, as set forth in Paragraph 2.13). The Short-Form Notice shall be substantially in the form of **Exhibit 1** hereto. The Settlement Administrator shall mail a copy of the Short-Form Notice via United States Postal Services' (“USPS”) first class mail to all Settlement Class Members for whom Aon can ascertain a mailing address from its records with reasonable effort. For any Settlement Class Member for whom Aon is not able to ascertain a mailing address from its records with reasonable effort, the Settlement Administrator shall use reasonable efforts to identify a mailing address and mail a copy of the Short-Form Notice to such address. For any Short-Form Notices that are returned undeliverable, the Settlement Administrator

shall use reasonable efforts to identify updated mailing addresses and resend those Short-Form Notices to the extent updated addresses are identified. The Settlement Administrator need make only one attempt to resend any Short-Form Notices that are returned as undeliverable.

3.2.2 *Long-Form Notice.* On or before the Class Notice Date, the Settlement Administrator shall post the Long-Form Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court.

3.2.3 *Settlement Website.* As soon as practicable following entry of the Preliminary Approval Order, but prior to the Class Notice Date, the Settlement Administrator shall establish a dedicated Settlement Website; maintain and update the website throughout the Claims Period; and shall post on the website the Long-Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Motion for Final Approval of Class Action Settlement, any motion for Proposed Class Counsel's and Plaintiffs' Counsel's Fee Award, Costs, and Expenses, the Preliminary Approval Order, and the Final Approval Order and Final Judgment. The URL of the Settlement Website shall be agreed upon by Proposed Class Counsel and Aon. The Settlement Website shall remain operational until at least five (5) business days after the last payment or credit under this Settlement Agreement is terminated.

3.2.4 *Toll-Free Help Line.* From the Class Notice Date and thereafter until at least five (5) business days after the last payment under this Settlement Agreement is made or the settlement is terminated, the Settlement Administrator shall establish and maintain a toll-free help line for Settlement Class Members to call with settlement-related inquiries, with the option to leave a message and request a call back, with such calls being returned within three (3) business days, and answering the questions of Settlement Class Members, to the extent possible, who call with or otherwise communicate such inquiries. The Settlement Administrator also will provide copies of

the Long-Form Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

3.3 *Reminder Notice.* 60 days after the Short-Form Notice is mailed, the Settlement Administrator shall provide a reminder notice via email to all Settlement Class Members for whom Aon can ascertain an email address from its records with reasonable effort.

3.4 The Long-Form Notice, Short-Form Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties as may be reasonable and not inconsistent with such approval.

3.5 The Notice Program shall commence by the Class Notice Date and shall be completed within ninety (90) Days after entry of the Preliminary Approval Order.

3.6 Proposed Class Counsel shall request that after the Notice Program is completed, the Court hold a Final Approval Hearing and grant final approval of the settlement set forth herein.

4 Opt-Out Procedures

4.1 Each individual wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office Box established by the Settlement Administrator. Individuals wishing to opt out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date. All opt-out requests sent to anyone other than the Settlement Administrator, including requests previously sent to Proposed Class Counsel and/or Aon's Counsel, are ineffectual and shall be deemed null and void.

4.2 All individuals who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in Paragraph 4.1 above, referred to herein as "Opt-Outs,"

shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 4.1 above shall be bound by the terms of this Settlement Agreement and Final Judgment entered thereon.

4.3 Within seven (7) Days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Class Counsel and Aon's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). No later than ten (10) Days prior to the Final Approval Hearing, Proposed Class Counsel shall file this Opt-Out List with the Court for purposes of being attached to the Final Judgment to be entered upon Final Approval.

5 Objection Procedures

5.1 Each Settlement Class Member desiring to object to this Settlement Agreement shall submit a timely written notice of his objection by the Objection Date. Such notice shall state: (i) the name or caption of this Litigation; (ii) the objector's full name, address, telephone number, and e-mail address; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes is applicable; (v) the identity of all counsel representing the objector; (vi) a statement as to whether the objector and/or his counsel will appear at the Final Approval Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous five (5) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any. To be timely, written notice of an objection in the appropriate form must be: (a) electronically filed by the Objection Date; or (b) mailed first-class postage prepaid to the Clerk of the Court for the Circuit Court of Cook County, Illinois, County Department, Chancery Division and postmarked by no later than the Objection Date. Objections

must also be served concurrently with their filing or mailing upon Proposed Class Counsel and Aon's Counsel either via the Court's electronic filing system (if filed electronically) or via U.S. mail (if mailed to the Clerk of Court) at the addresses set forth below for Proposed Class Counsel and Aon's Counsel in the signature blocks at the end of this Settlement Agreement.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting, as set forth in Paragraph 5.1, shall waive and forfeit any and all rights he may have to appear separately and/or to object to this Settlement Agreement and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to this Settlement Agreement shall be through the provisions of Paragraph 5.1. Without limiting the foregoing, any challenge to this Settlement Agreement, the final order approving this Settlement Agreement, or the Final Judgment shall be pursuant to appeal under the Illinois Supreme Court Rules and not through a collateral attack.

5.3 The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector were a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) Days and must appear for deposition within fourteen (14) Days after a deposition is noticed.

6 **Release**

6.1 Upon the Effective Date, each Settlement Class Member, including Proposed Class Representatives, shall be deemed to have, and by operation of the Final Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged Aon, the Related Entities and the Released Persons from all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Proposed Class Representatives, shall, either directly, indirectly, representatively, on their own behalf or on behalf of any class or other person or entity, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, and/or participating in any recovery in any action, regulatory action, arbitration, or court or other proceeding in this or any other forum (other than participation in this settlement as provided herein) in which any Released Claim is asserted.

7 **Proposed Class Counsel's Attorneys' Fees and Expenses and Service Awards to Proposed Class Representatives**

7.1 The Parties did not discuss the payment of attorneys' fees and litigation expenses and/or service awards to the Proposed Class Representatives, as provided for in Paragraphs 7.1.1 and 7.1.2, until after the substantive terms of the settlement had been agreed upon, other than that the Settlement Fund would be used to pay reasonable attorneys' fees and litigation expenses and service awards to the Proposed Class Representatives as may be agreed to by Aon and Proposed Class Counsel and/or as ordered by the Court, or, in the event of no agreement, then as ordered by the Court. Aon and Proposed Class Counsel have agreed to the following:

7.1.1 Aon takes no position on an application by Proposed Class Counsel for an award of attorneys' fees not to exceed 35% of the Settlement Fund (\$525,000.00) and litigation costs and expenses in an amount not to exceed \$30,000.00, subject to Court approval. The

Settlement Administrator shall, from the Settlement Fund, pay any Fee Award, Costs, and Expenses approved by the Court.

7.1.2 Aon takes no position on an application by the Proposed Class Representatives for service awards not to exceed \$5,000.00. The Settlement Administrator shall, from the Settlement Fund, pay any service awards approved by the Court. These service awards shall be separate and apart from any other sums agreed under this Settlement Agreement and the request for service awards is not a condition to the Proposed Class Representatives' approval of this settlement.

7.1.3 The Settlement Administrator shall, from the Settlement Fund, pay the Fee Award, Costs, and Expenses approved by the Court to Proposed Class Counsel and Plaintiffs' Counsel, and the Court-approved service award to Proposed Class Representatives, within ten (10) Days after the Effective Date. Proposed Class Counsel and Plaintiffs' Counsel's shall provide payment instructions and completed W-2 Forms prior to the deadline for these payments and the Settlement Administrator shall issue Internal Revenue Service Forms 1099-MISC to the Proposed Class Representatives solely for the amount awarded by the Court for the Proposed Class Representatives' service awards. Neither Proposed Class Counsel, nor Plaintiffs' Counsel, nor Aon's Counsel intend anything contained herein to constitute legal advice concerning the tax consequences of any amount paid hereunder nor shall it be relied on as such.

7.1.4 If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Aon shall have no obligation to pay attorneys' fees and litigation costs or expenses or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no

circumstances will Proposed Class Counsel, Plaintiffs' Counsel, or any Settlement Class Members be liable for any costs or expenses related to notice or administration.

7.1.5 The amount(s) of any award of attorneys' fees and expenses and the service award are intended to be considered by the Court separately from the Court's consideration of fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees and expenses and/or any service award ordered by the Court to Proposed Class Counsel, Plaintiffs' Counsel, or Proposed Class Representatives shall affect whether the Final Judgment is in fact Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8 Administration of Claims

8.1 All notice and settlement administration costs will be paid from the Settlement Fund.

8.2 The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement and any additional processes agreed to by all of Proposed Class Counsel and Aon's Counsel, subject to the Court's supervision and direction as circumstances may require.

8.3 To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claims Deadline.

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

8.5 If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to

cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Proposed Class Counsel and Aon's Counsel. If the defect is not cured within the twenty-one (21) Day period, then the claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but cured within the twenty-one (21) Day period, shall be considered "Claimants."

8.6 The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Aon, Proposed Class Counsel, and Aon's Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement and Settlement. Aon or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Proposed Class Counsel may reasonably require. Proposed Class Counsel or the Settlement Administrator will provide other reports or information as Aon may reasonably require.

8.7 Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check ("Claim Check") or digital payment selected in consultation with Proposed Class Counsel (collectively, "Claim Payments") to each Claimant in the amount for which each Claimant has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

8.7.1 The Settlement Administrator will first apply the Net Settlement Fund to allocate payments for valid claims for Reimbursement for Out-of-Pocket Losses (as described in Paragraph 2.14). The amount of the Net Settlement Fund remaining after all payments for

Reimbursement for Out-of-Pocket Losses shall be referred to as the “Post-Loss Net Settlement Fund.”

8.7.2 The Settlement Administrator shall then utilize the Post-Loss Net Settlement Fund to make all *Pro Rata* Cash Payments as described in Paragraph 2.13. The amount of each *Pro Rata* Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for *Pro Rata* Cash Payments.

8.8 Each Claim Check shall be mailed to the address provided by the Claimant on his Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued.

8.9 To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) Days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who claimed a *Pro Rata* Cash Payment and cashed or deposited their initial *Pro Rata* Cash Payment they received, provided that the average payment amount is equal to or greater than Ten Dollars and No Cents (\$10.00). Following this second distribution, the amount remaining in the Net Settlement Fund, if any, shall be distributed to the Non-Profit Residual Recipient. The distribution to the Non-Profit Residual Recipient shall not identify Aon.

8.10 For any Claim Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the

Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

8.11 No portion of the Settlement Fund shall revert or be repaid to Aon after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the Non-Profit Residual Recipient, as approved by the Court.

9 Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

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

- a) the Court has entered the Preliminary Approval Order, as required by Paragraph 3.1;
- b) the Court has entered the Final Judgment granting final approval to the settlement as set forth herein; and
- c) the Final Judgment has become Final, as defined in Paragraph 1.16.

9.2 If all of the conditions specified in Paragraphs 9.1(a)–(c) are not satisfied, this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.3 unless Proposed Class Counsel and Aon’s Counsel mutually agree in writing to proceed with this Settlement Agreement.

9.3 In the event that this Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (i) the Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties’ respective positions on the issue of class certification or any other issue) and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party, and (b) the terms and

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provisions of this Settlement Agreement shall be void and have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, including but not limited to Paragraph 9.4, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and litigation costs or expenses and/or the service award shall constitute grounds for cancellation or termination of this Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Aon shall be obligated to pay amounts already billed or incurred for costs of Notice and Claims Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

9.4 This Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends, or changes, or declines to preliminarily approve or finally approve this Settlement Agreement apart from the award of attorneys' fees and expenses; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and this Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Final Judgment, the Final Judgment, or this Settlement Agreement, other than the amount of attorneys' fees and expenses.

10 Non-Disparagement

10.1 Proposed Class Representatives, Plaintiffs' Counsel and Proposed Class Counsel shall not make, publish, or state, or cause to be made, published, or stated, any defamatory or

disparaging statement, writing or communication pertaining to Aon, or its directors, officers, and employees, and/or affiliates, and Related Entities.

11 Miscellaneous Provisions

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

11.2 The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties agree that the settlement was negotiated in good faith, that it reflects a settlement that was reached voluntarily after consultation with competent legal counsel, and that for the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against either Parties. 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 Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither of the Parties shall have any liability to one another as it relates to the Litigation, except as set forth herein.

11.3 Neither this Settlement Agreement, nor the settlement terms contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission

of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. If this Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, the Agreement along with all related communications and documents exchanged in connection with the Agreement and mediation between the Parties shall be deemed a negotiation for settlement purposes only under Illinois Rule of Evidence 408 and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Person. Any of the Released Persons may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The terms of this Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court; provided, however, that after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments or modifications of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

11.5 The Settlement Agreement, together with the **Exhibits attached hereto**, constitutes the entire Agreement among the Parties hereto, and no representations, warranties or inducements

have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such document. Except as otherwise provided herein, each of the Parties shall bear his own costs. This Agreement supersedes all previous agreements made between Proposed Class Representatives and Aon.

11.6 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Proposed Class Representatives to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.7 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each of the Parties expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the release contained herein in Section 6, shall remain effective notwithstanding such difference in facts. The Parties agree that, in entering this Agreement, it is understood and agreed that each Party relies wholly upon his own judgment, belief, and knowledge and that each of the Parties does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

11.8 Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties, through their respective counsel, shall consult with each other in good faith prior to seeking Court intervention.

11.9 Each counsel or other individual executing this Settlement Agreement on behalf of any Party hereto hereby warrants that such individual has the full authority to do so.

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

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

11.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

11.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the state of Illinois, and the rights and obligations of the parties to this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Illinois.

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

11.15 Cashing a settlement check (whether paper or electronic) is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks and electronic payments shall be void sixty (60) Days after issuance and the checks or emails containing the links to the electronic payments shall bear the language: "This check[/payment] must be cashed[/accepted] within sixty (60) Days, after which time it is void." If a check or electronic payment becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be

extinguished, and the funds shall be disbursed to a *cy pres* recipient to be agreed upon by the parties and approved by the Court or, if they cannot agree, selected by the Court. The same provisions shall apply to any re-issued check or electronic payment. For any checks or electronic payments that are issued or re-issued for any reason more than one hundred eighty (180) Days from the Effective Date, requests for reissuance need not be honored after such checks or electronic payments become void. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

Maria Flores

By: Ma Rosario flores

Date: 12 / 17 / 2024

Deanna Dube

By: _____

Date: _____

Misty Williams

By: _____

Date: _____

Sharon Rushing

By: _____

Date: _____

Jim Ostrowski

By: _____

Date: _____

Ana Matos

By: _____

Date: _____

Aon Corporation

By: _____

Date: _____

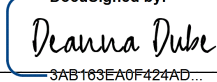
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Maria Flores

By: _____

Date: _____

Deanna Dube

By:  _____
SAB163EA0F424AD...

Date: 12/16/2024 | 12:17 PM PST

Misty Williams

By: _____

Date: _____

Sharon Rushing

By: _____

Date: _____

Jim Ostrowski

By: _____

Date: _____

Ana Matos

By: _____

Date: _____

Aon Corporation

By: _____

Date: _____

FILED DATE: 3/25/2025 12:38 PM 2022CH06132

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Maria Flores

By: _____

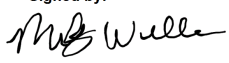
Date: _____

Deanna Dube

By: _____

Date: _____

Misty Williams

Signed by:

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By: _____

Date: 12/16/2024

Sharon Rushing

By: _____

Date: _____

Jim Ostrowski

By: _____

Date: _____

Ana Matos

By: _____

Date: _____

Aon Corporation

By: _____

Date: _____

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By: _____

Date: _____

Deanna Dube

By: _____

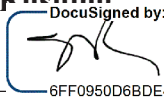
Date: _____

Misty Williams

By: _____

Date: _____

Sharon Pushing

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By: _____
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Date: 12/16/2024 | 11:53 AM PST

Jim Ostrowski

By: _____

Date: _____

Ana Matos

By: _____

Date: _____

Aon Corporation

By: _____

Date: _____

FILED DATE: 3/25/2025 12:38 PM 2022CH06132

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Maria Flores

By: _____

Date: _____

Deanna Dube

By: _____

Date: _____

Misty Williams

By: _____

Date: _____

Sharon Rushing

By: _____

Date: _____

Jim Ostrowski

By: JAMES R. OSTROWSKI

Date: 12/17/2024

Ana Matos

By: _____

Date: _____

Aon Corporation

By: _____

Date: _____

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Maria Flores

By: _____

Date: _____

Deanna Dube

By: _____

Date: _____

Misty Williams

By: _____

Date: _____

Sharon Rushing

By: _____

Date: _____

Jim Ostrowski

By: _____

Date: _____

Ana Matos

By: *Ana Matos*

Date: 12 / 26 / 2024

Aon Corporation

By: _____

Date: _____

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Maria Flores

By: _____

Date: _____

Deanna Dube

By: _____

Date: _____

Misty Williams

By: _____

Date: _____

Sharon Rushing

By: _____

Date: _____

Jim Ostrowski

By: _____

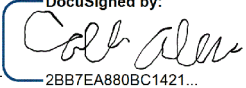
Date: _____

Ana Matos

By: _____

Date: _____

Aon Corporation

By:  _____
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Date: Dec 18, 2024

FILED DATE: 3/25/2025 12:38 PM 2022CH06132

Approved as to form by:

Dated: December 16, 2024

/s/ Craig C. Martin

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Breanna Smith-Bonsu
Bianca Valdez
Elizabeth Astrup
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Fax: (760) 753-3206
ryan@centurionta.com

**pro hac vice* forthcoming

*Attorneys for Plaintiffs and the Proposed
Classes*

FILED DATE: 3/25/2025 12:38 PM 2022CH06132

— **EXHIBIT 1** —

*Aon Corporation Data Breach
Litigation c/o Settlement
Administrator
P.O. Box XXXX
City, State Zip*

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF CLASS ACTION
SETTLEMENT

If you received a notice of a data
breach from Aon Corporation, you may
be entitled to submit a claim for
monetary compensation under a class
action settlement.

WEBSITE HERE

<<Barcode>>
Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>><<zip4>>

WHO IS A CLASS MEMBER?

In the lawsuit *Flores, et al., v. Aon, Corp.*, Case No. 2022-CH-06132, Circuit Court of Cook County, Illinois, you are a Class Member if your personal information was potentially compromised as a result of the cyber-incident that Defendant Aon Corporation ("Aon") experienced between December 29, 2020, until March 05, 2022 (the "Data Breach").

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

The Settlement establishes a \$1,500,000.00 fund to compensate Class Members for their out-of-pocket losses or expenses and to provide them with a pro rata cash payment as well as for the costs of notice and administration, and attorneys' fees and expenses as awarded by the Court. As a Class Member, you are eligible for cash payments as reimbursement for your time and money spent in response to the Data Breach (such as money spent on credit monitoring), as well as for any money you lost as a result of incidents of fraud or identity theft caused by the Data Breach. You must fill out this claim form to receive these benefits. **You may submit a claim for one or more of these benefits, including that you may receive each of a lost time payment, out-of-pocket loss payment, and/or pro rata cash payment. All payments for valid claims under the Settlement, including those Out-of-Pocket Expenses, may be reduced pro rata based on the total number of valid claims.** More information about the types of Claims and how to file them is available at **WEBSITE HERE** ("Settlement Website"). The Pro Rata Cash payments under the Settlement are projected to be \$...

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at **WEBSITE HERE**. **Your Claim Form must be postmarked or submitted online no later than [redacted], 2025.** Verita Global, LLC ("Verita") is the Settlement Administrator.

Opt-Out. You may exclude yourself from the Settlement and retain your ability to sue Aon Corporation on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than [redacted], 2025. If you do not exclude yourself, then you will be bound by the Settlement and give up your right to sue regarding the Released Claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than [redacted], 2025, and provide the reasons for the objection. Please visit **WEBSITE HERE** for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court's decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing** at [redacted] m, E.T on [redacted], 2025 to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Who are the attorneys for the Plaintiffs and the proposed Class? The Court appointed: Samuel J. Strauss, Raina C. Borrelli, Alex Phillips, and Brittany Resch of Strauss Borrelli PLLC located at 980 N. Michigan Avenue, Suite 1610, Chicago, Illinois 60611; Joseph M. Lyon of The Lyon Firm located at 2754 Eric Avenue, Cincinnati, Ohio 45208; and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC located at 221 West Monroe Street, Suite 2100, Chicago, Illinois 60606 as Class Counsel to represent the Class.

Do I have any obligation to pay attorneys' fees or expenses? No. The attorneys' fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. The attorneys' fees will be in an amount up to \$525,000.00 and the expenses will not exceed \$30,000. The Attorneys' Fee and Expense Application will be posted on the Settlement Website after it is filed with the Court. Plaintiffs will also seek Class Representative Service Awards in the amount of up to \$5,000 for each Class Representative, subject to Court approval.

Who is the Judge overseeing this settlement? Judge Neil H. Cohen of the Circuit Court of Cook County, Illinois

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim? Please visit **WEBSITE HERE**.

*** Please note that if you wish to submit a claim for compensation for out-of-

pocket expenses on the attached Claim Form, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed Settlement.

*Aon Corporation Data Breach
Litigation*
c/o Settlement Administrator
P.O. Box XXXXX
City, State Zip

<< B a r c o d e >> Class Member ID:

<<Refnum>>

CLAIM FORM

Claims must be postmarked no later than [redacted], 2024 You may also submit a Claim Form online no later than [redacted], 2024.

NAME: _____ EMAIL: _____

ADDRESS: _____

Monetary Compensation (You may claim one or both settlement benefits)

1. **Pro Rata Cash Payment:** Would you like to receive a cash payment under the Settlement? (circle one) Yes No

If you are a Settlement Class Member, you may receive an estimated \$__ cash payment, which may be increased or decreased *pro rata* from funds remaining in the Qualified Settlement Fund after all claims are submitted.

Select from one of the following payment options:

*PayPal _____ *Venmo _____ *Zelle _____ *Virtual Prepaid Card _____ (requires an email address) Check _____

*Please provide your email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

2. **Verified Out-of-Pocket Losses:** I am submitting a claim for either ordinary or extraordinary monetary losses in the amount of \$_____ (not more than \$10,000.00) on account of out-of-pocket expenses and/losses I incurred as a result of the Data Incident. I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting my claim. I understand this can include receipts or other documentation not "self-prepared." I understand that "self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. I understand the settlement administrator may contact me for additional information before processing my claim. I understand that if I lack information supporting my claim for out-of-pocket losses, I will not receive compensation for this settlement benefit. I understand any monetary compensation I may receive for Out-of-Pocket Losses under the settlement is capped at \$10,000.00.

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this Claim Form to the best of my personal knowledge.

_____ (signature)

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— EXHIBIT 2 —

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

Flores, et al., v. Aon, Corp., Case No. 2022-CH-06132

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

If You Were Subject to the Aon Corporation Data Breach and Previously Received a Notice Letter Notifying You of the Data Breach, You Could be Eligible for a Payment from a Class Action Settlement

- You may be eligible to receive a payment from a proposed \$1,500,000 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns a cyber incident experienced by Aon Corporation between December 29, 2020 and March 5, 2022, (the “Data Breach”) in which it was determined that an unauthorized third party may have gained access to certain Aon Corporation insurance files containing names, addresses, dates of birth, Social Security numbers, drivers’ license information, and benefit enrollment information (collectively referred to in this Settlement as “Private Information”). Aon Corporation denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a claim, you must have received a notice letter of the Aon Corporation Data Breach that occurred between December 29, 2020, until March 05, 2022.
- Eligible claimants under the Settlement Agreement will be eligible to receive one or both of the following Settlement benefits:
 - ❖ **Pro-Rata Cash Payment:** A cash payment from the Settlement Fund that will be increased or decreased *pro rata* depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented Out-of-Pocket Expenses, attorneys’ fees and expenses, Service Awards, and Notice and Administrative Expenses; and/or,
 - ❖ **Out-of-Pocket Expenses:** Reimbursement for the actual amount of unreimbursed Out-of-Pocket Expenses or expenses up to \$10,000, with supporting documentation of the monetary losses or expenses.
- For more information or to submit a claim visit **WEBSITE HERE** or call **1-###-###-####** Monday through Saturday, between 8:30 a.m. and 5:00 p.m. C.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before , 2025
Exclude Yourself By Opting Out of the Class	Receive no payment. If you are a Class Member, you must exclude	Submitted or Postmarked on or Before , 2025

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	yourself from this class action settlement in order to retain your right to bring any other lawsuit against Defendant for the same claims.	
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on [redacted], 2025 about the fairness of the Settlement, with or without your own attorney.	Received on or Before [redacted], 2025
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

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

What This Notice Contains

Basic Information 3

Who is in the Settlement 3

The Settlement Benefits—What You Get if You Qualify 4

How do You Submit a Claim 5

What Does Defendant Get 5

Excluding Yourself from the Settlement 5

Objecting to the Settlement 6

The Lawyers Representing You 7

Service Awards 7

The Court’s Fairness Hearing 8

If You Do Nothing 8

Getting More Information 8

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Neil H. Cohen of the Circuit Court of Cook County, Illinois, case captioned as *Flores, et al., v. Aon, Corp.*, Case No. 2022-CH-06132. The individuals who brought the lawsuit, Plaintiffs Maria Flores, Deanna Dube, Misty Williams, and Sharon Rushing as well as Jim Ostrowski and Ana Matos are called the Plaintiffs. The entity being sued, Aon Corporation, is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Breach and that Plaintiffs were injured as a result of the Data Breach.

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

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

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a member of the Class if you reside in the United States and your Private Information may have been compromised in connection with the Data Breach, including if you were mailed a notification by or on behalf of Aon Corporation regarding the Data Breach.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Class are (i) all Persons who timely and validly request exclusion from the Class, (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) 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 Breach or who pleads *nolo contendere* to any such charge.

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

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

Aon Corporation Data Breach Settlement Administrator

FILED DATE: 3/25/2025 12:38 PM 2022CH06132

address
address

WEBSITE HERE

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$1,500,000: (a) up to \$10,000 for reimbursement of your documented Out-of-Pocket Expenses reasonably traceable to the Data Breach; and (b) a *pro rata* cash payment, subject to adjustment as set forth below.

The *pro rata* payment will be dispersed after the distribution of attorneys’ fees, Class Counsel’s litigation expenses, Service Awards, Notice and Administrative Expenses, and other Settlement benefits to claimants. The amount of each *pro rata* Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for *pro rata* Cash Payments. The other Settlement benefits are also subject to *pro rata* reduction as needed in the event that the total claims exceed the \$1,500,000 cap on payments to be made by Defendant, and payments may also be increased on a *pro rata* basis until the Settlement Fund is distributed. Payment of (1) attorneys’ fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Class and administering the Settlement will also be paid out of the Settlement Fund.

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

Class Members who submit a claim are eligible to receive:

- a) A potential residual cash payment of the remainder funds, which may be adjusted upward, or downward *pro rata* based on how many other claims are made.
- b) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Expenses resulting from the Data Breach (up to \$10,000 in total), such as the following incurred on or after December 29, 2020:
 - Unreimbursed losses relating to fraud or identity theft;
 - Professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
 - Costs associated with freezing or unfreezing credit with any credit reporting agency;
 - Credit monitoring costs that were incurred on or after the Data Breach through the date of claim submission;
 - Parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
 - Instances of verified fraud such as fraudulent bank or credit card charges, fraudulent tax filings, fraudulent opening/closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using your information from the Data Breach;
 - Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
 - Other expenses that are reasonably attributable to the Data Breach that were not reimbursed.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

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

10. How will claims be decided?

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

11. When will I get my payment?

The Court will hold a Final Approval Hearing on _____, 2025 at _____ .m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

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

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, then do not submit a Claim Form to ask for any benefit under the Settlement.

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15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Flores, et al., v. Aon, Corp.*, Case No. 2022-CH-06132, Circuit Court of Cook County, Illinois. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by [redacted], 2025, to:

Aon Corporation Data Breach
Settlement Administrator
Attn: Exclusion Request

[redacted] address
[redacted] address

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court, at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, [redacted], 2025:

Court
Office of the Clerk of the Circuit Court of Cook County Iris Y. Martinez 50 W. Washington, Suite 1001 Chicago, Illinois 60602-1305 (312) 603-5030

Your objection must be written and must include all of the following: (i) the objector’s full name and address; (ii) the case name and docket number, *Flores, et al., v. Aon, Corp.*, Case No. 2022-CH-06132; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector’s settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be

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

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Samuel J. Strauss, Raina C. Borrelli, Alex Phillips, and Brittany Resch of Strauss Borrelli PLLC located at 980 N. Michigan Avenue, Suite 1610, Chicago, Illinois 60611; Joseph M. Lyon of The Lyon Firm located at 2754 Erie Avenue, Cincinnati, Ohio 45208; and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC located at 221 West Monroe Street, Suite 2100, Chicago, Illinois 60606.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys’ fees in the amount of \$525,000.00 plus litigation expenses not to exceed \$30,000. Defendant has agreed not to object to any award of attorneys’ fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys’ fees and expenses to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys’ fees and expenses for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel’s papers in support of final approval of the Settlement will be filed no later than [redacted], 2025, and their application for attorneys’ fees, costs, and expenses will be filed no later than [redacted], 2025, and will be posted on the Settlement Website.

20. What are the Service Awards?

SERVICE AWARDS TO THE CLASS REPRESENTATIVES

The Class Representatives will request Service Awards in the amount up to \$5,000 each for their time and effort pursuing this matter on behalf of the Class and in achieving the \$1,500,000 non-reversionary common fund settlement. Defendant has not agreed to any Service Awards, and like the attorneys’ fees and expenses, any Service Awards are subject to Court approval. This payment for any attorneys’ fees and expenses to Class Counsel and service awards will be made out of the Settlement Fund.

THE COURT’S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [redacted] m. ET on [redacted], 2025, at [redacted], Illinois, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak

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at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking **WEBSITE HERE** or calling **1-###-###-####**.

22. Do I have to attend the hearing?

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

23. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court postmarked no later than **2025**.

IF YOU DO NOTHING

24. What happens if I do nothing?

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

GETTING MORE INFORMATION

25. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **WEBSITE HERE**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **1-###-###-####**.

This Notice is approved by the Circuit Court of Cook County, Illinois.

PLEASE DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT. Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

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— **EXHIBIT 3** —

CLAIM FORM FOR THE AON CORPORATION DATA BREACH BENEFITS

**USE THIS FORM TO MAKE A CLAIM FOR A PRO RATA CASH PAYMENT
AND/OR OUT-OF-POCKET LOSS PAYMENT**

For more information, call 1-888-888-8888 or visit the website (**WEBSITE HERE**)

*Para una notificación en Español, pueda llamar 1-888-888-8888 o visitar nuestro sitio de web (**WEBSITE
HERE**)*

The DEADLINE to submit this Claim Form online (or have it postmarked for mailing) is

[XXXX XX, 2025]

I. GENERAL INSTRUCTIONS

If you were notified that your private information was potentially compromised in a cybersecurity attack experienced by Defendant, Aon Corporation (“Aon” or “Defendant”), you are a Class Member. The event that caused your data to be lost is referred to here as the “Data Breach.”

The Settlement establishes a \$1,500,000.00 fund to compensate Class Members for their lost time and out-of-pocket losses or expenses as well as for the costs of notice and administration, and attorneys’ fees and expenses as awarded by the Court. As a Class Member, you are eligible for cash payments as reimbursement for your time and money spent in response to the Data Breach (such as money spent on credit monitoring), as well as for any money you lost as a result of incidents of fraud or identity theft caused by the Data Breach. You must fill out this claim form to receive these benefits. **You may submit a claim for one or more of these benefits. All payments for valid claims under the Settlement, including those for Pro Rata Cash Payment and Out-of-Pocket Expenses, may be reduced pro rata based on the total number of valid claims.**

The benefits are as follows:

a. Pro Rata Cash Payment

After distributing funds for the claim’s payments set forth above to claimants, as well as attorneys’ fees, Class Counsel’s litigation expenses, and Administrative Fees, if there is any money left over, the Settlement Administrator will make a pro rata settlement payment of the remaining Settlement Fund to each Settlement Class Member who submits a valid claim for a cash payment using this Claim Form.

b. Out-of-Pocket Expenses

You are eligible to receive reimbursement for money you paid to address or protect yourself from the Data Breach, such as money spent on a credit monitoring service. You are also eligible to receive reimbursement for money you lost as a result of fraud or identity theft, if that money has not been reimbursed from another source. This includes:

- Unreimbursed losses relating to fraud or identity theft;
- Professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after the Data Breach through the date of claim submission;
- Parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- Instances of verified fraud such as fraudulent bank or credit card charges, fraudulent tax filings, fraudulent opening/closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using your information from the Data Breach;

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- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- Other expenses that are reasonably attributable to the Data Breach that were not reimbursed.

These Out-of-Pocket Expenses must be documented. You must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification to other, official documents.

Completing the Claim Form

This Claim Form may be submitted online at (**WEBSITE HERE**) or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. If submitting by U.S. mail, mail your completed Claim Form, including any supporting documentation, to:

Aon Corporation Data Breach
Settlement Administrator
P.O. Box XXXX XXXXX, XX XXXXX

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Making a Claim for Out-of-Pocket Expenses

In order to make a claim for Out-of-Pocket Expenses, **you must** (i) fill out the information below or fill out a separate sheet to be submitted with this Claim Form; (ii) sign the Certification at the end of this Claim Form (section III); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Out-of-Pocket Expenses need to be deemed fairly traceable to the Data Breach by the Settlement Administrator based on the documentation you provide and the facts of the Data Breach.

Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.

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Out-of-Pocket Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Unreimbursed fraud losses or charges.	<div style="text-align: center;"> [][] / [][] / [][][][] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [][][][][][][][] . [][][] </div>	Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges. Your documents: _____ _____
<input type="checkbox"/> Professional fees incurred in connection with identity theft or falsified tax returns.	<div style="text-align: center;"> [][] / [][] / [][][][] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [][][][][][][][] . [][][] </div>	Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return. Your documents: _____ _____
<input type="checkbox"/> Credit freeze.	<div style="text-align: center;"> [][] / [][] / [][][][] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [][][][][][][][] . [][][] </div>	Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services. Your documents: _____ _____
<input type="checkbox"/> Credit Monitoring ordered after receipt of the Data Breach Notice.	<div style="text-align: center;"> [][] / [][] / [][][][] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [][][][][][][][] . [][][] </div>	Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services. Your documents: _____ _____
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, gas, copying, mileage, and long-distance telephone charges.	<div style="text-align: center;"> [][] / [][] / [][][][] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [][][][][][][][] . [][][] </div>	Examples: Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office) why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Data Breach. Your documents: _____ _____
<input type="checkbox"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing.	<div style="text-align: center;"> [][] / [][] / [][][][] (mm/dd/yy) </div>	<div style="text-align: center;"> \$ [][][][][][][][] . [][][] </div>	Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive federal and/or state tax refund and the amount of any tax refund that you did not receive due to the tax fraud. Your documents: _____ _____

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<input type="checkbox"/> Other (provide detailed description).	[] [] / [] [] / [] [] (mm/dd/yy)	\$ [] [] [] [] . [] []	Please provide detailed description below or in a separate document submitted with this Claim Form. Your documents: _____ _____
<input type="checkbox"/> Fraudulent bank or credit card charges.	[] [] / [] [] / [] [] (mm/dd/yy)	\$ [] [] [] [] . [] []	Examples: Account statement with unauthorized charges highlighted; correspondence with credit card company disputing the charges. Your documents: _____ _____
<input type="checkbox"/> Fraudulent tax filings.	[] [] / [] [] / [] [] (mm/dd/yy)	\$ [] [] [] [] . [] []	Examples: Letter from IRS or state about tax fraud in your name; Accountant bill for re-filing tax return. Your documents: _____ _____
<input type="checkbox"/> Opening of bank accounts and/or credit cards in your name.	[] [] / [] [] / [] [] (mm/dd/yy)	\$ [] [] [] [] . [] []	Examples: Notification from bank of new credit card or account; correspondence with bank about closing the account. Your documents: _____ _____
<input type="checkbox"/> Government benefits taken in your name.	[] [] / [] [] / [] [] (mm/dd/yy)	\$ [] [] [] [] . [] []	Examples: Notification of unemployment benefits being taken; correspondence with agency regarding issue. Your documents: _____ _____

If you **do not submit** reasonable documentation supporting a claim for Out-of-Pocket Expenses, or your claim for an Out-of-Pocket Expenses payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, only your claim for a Pro Rata Cash Payment, if such claim is made, will be considered.

III. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claims for payments under this Settlement are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: _____

Date: _____

Print Name: _____

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— **EXHIBIT 4** —

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

FLORES V. AON CORP.,

Case No.: 2022-CH-06132

Judge Neil H. Cohen

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

Before this Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and the Defendant, Aon Corporation (“Aon” or “Defendant”). After reviewing Plaintiffs’ unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the approval of Verita Global, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

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2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Class:

all natural persons residing in the United States who were sent a Notice of Data Breach notifying them that their Private Information was compromised in the Data Breach. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) 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 Breach or who pleads *nolo contendere* to any such charge.²

3. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of approximately 155,732 Class Members, thus satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Breach, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege that they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and, for settlement purposes, a class action is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos as the Class Representatives.

² "Data Breach" shall mean the cyber incident Aon Corporation experienced between December 29, 2020, until March 5, 2022, giving rise to the Litigation.

5. The Court appoints Samuel J. Strauss, Raina C. Borrelli, Alex Phillips, and Brittany Resch of Strauss Borrelli, Joseph M. Lyon of The Lyon Firm, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, as Class Counsel for the Class.

6. The Court appoints Verita Global as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on [date], 2025 at [time] for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan as conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable, and adequate and should be approved by the Court;
- e. To determine whether the requested Class Counsel's combined attorneys' fees, of 35% of the Settlement Fund (\$525,000.00), and litigation expenses up to \$30,000.00, should be approved by the Court;
- f. To determine whether the requests for Service Awards of up to \$5,000 to each Class Representative are fair, reasonable, and adequate.
- g. To determine whether the settlement benefits are fair, reasonable, and adequate; and
- h. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Notices (including the Short Form Notice). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as presented

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in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of 735 ILCS § 5/2-801 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+14 days
Class Notice Date	+30 days
Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+76 days
Objection Date	+90 days
Opt-Out Date	+90 days
Settlement Administrator Provide List of Objections/Opt-Outs to the Parties’ counsel	+97 days
Claims Deadline	+120 days
<u>Final Fairness Hearing</u>	, 2025
Motion for Final Approval	-14 days
<u>From Order Granting Final Approval</u>	
Effective Date	+31 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Attorneys’ Fees and Expenses Class Representative Service Awards	+45 days
Payment of Claims to Class Members	+65 days
Settlement Website Deactivation	+240 days

10. In order to be timely under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are

added to the Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt-out or object to the proposed Settlement must be received by the Settlement Administrator no later than 60 days after the Notice Date. Any request to opt-out of the Settlement should, to the extent possible, contain words or phrases such as “opt-out,” “opt out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the settlement or be bound by this Agreement. Class Members who seek to Opt-Out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under 735 ILCS § 5/2-804. For an Objection to be valid, it must be filed with the Court within 60 days of the Notice Date and include each and all of the following:

(i) the objector’s full name and address; (ii) the case name and docket number, *Flores, et al., v. Aon, Corp.*, Case No. 2022-CH-06132; (iii) information identifying the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy of the objector’s settlement notice, copy of original notice of the Data Breach, or a statement explaining why the objector believes he or she is a Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. Any Objection failing to include the requirements expressed above will be deemed to be invalid.

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Furthermore, any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The persons and entities who timely and validly request exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to Aon Corporation in this Litigation.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Aon Corporation.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Class.

IT IS SO ORDERED this ____ day of _____, 2024.

Judge Neil H. Cohen

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— EXHIBIT 5 —

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

FLORES, et al., v. AON CORP.

Case No.: 2022-CH-06132

Judge Neil H. Cohen

**[PROPOSED] ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before this Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”), requesting that the Court enter a Final Approval order, due and adequate notice having been given to the Court and the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED that:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the approval of Verita Global, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

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2. The Court does hereby finally approve and certify, for settlement purposes, the following Class:

all natural persons residing in the United States who were sent a Notice of Data Breach notifying them that their Private Information was compromised in the Data Breach. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) 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 Breach or who pleads *nolo contendere* to any such charge.¹

3. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of approximately 155,732 Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Breach, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege that they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

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

5. The Court appoints Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon

¹ "Data Breach" shall mean the cyber incident Aon Corporation experienced between December 29, 2020, until March 5, 2022, giving rise to the Litigation.

Rushing, Jim Ostrowski, and Ana Matos as the Class Representatives.²

6. The Court appoints Samuel J. Strauss, Raina C. Borrelli, Alex Phillips, and Brittany Resch of Strauss Borrelli, Joseph M. Lyon of The Lyon Firm, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, as Class Counsel for the Class.

7. 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.

8. 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 the Settlement Administrator mutually.
- b. All Notice and Claims Administration Costs to be paid out of the Settlement Fund.
- c. A Court-approved amount for attorneys' fees not to exceed 35% of the Settlement Fund (\$525,000.00) plus costs, and expenses of Settlement Class Counsel not to exceed \$30,000, to be paid out of the Settlement Fund.
- d. Service Awards to each Class Representative in an amount not to exceed \$5,000 per representative to be paid out of the Settlement Fund.

9. 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,

² By agreement of the parties and this Court's approval, Jim Ostrowski and Ana Matos are identified as Class Representatives, solely for the purpose of this Settlement Agreement. At no time were Jim Ostrowski and Ana Matos named or identified as plaintiffs and/or proposed class representatives in the FAC and/or any other complaint filed in the Litigation.

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.

10. 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.

11. 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. [REDACTED] 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. 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.

16. Pursuant to the Settlement Agreement, Defendant and the Settlement Administrator

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shall implement the Settlement in the manner and timeframe as set forth therein.

17. Pursuant to the Settlement Agreement, Plaintiffs and Settlement Class Members release claims against Defendant and all Released Persons as defined in the Settlement Agreement, ¶¶ 1.36, 1.37, 6.

18. The Release 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 who have timely and validly requested exclusion from the Settlement Class.

19. 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 Defendant or any Released Persons with respect to the Released Claims.

20. 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 in the Settlement Agreement) in which any of the Released Claims is asserted.

21. On the Effective Date and in consideration of the promises and covenants set forth in the 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, coborrowers, 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 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.

22. 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.

23. 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.

24. 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, 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

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Lawsuit or the Settlement. Any other claims or defenses Defendant 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.

25. 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.

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

27. 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.

As of **IT IS SO ORDERED** this ____ day of _____, 2025.

Judge Neil H. Cohen