

STATE OF INDIANA) IN THE HAMILTON SUPERIOR COURT 3
) SS:
COUNTY OF HAMILTON) CAUSE NO. 29D03-2204-PL-002383

RICHARD BAILEY and ARROYO AARON,)
Individually, and on behalf of all others similarly)
situated,)
)
Plaintiffs,)
)
vs.)
)
ALACRITY SOLUTIONS GROUP, LLC,)
)
Defendant.)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between (1) Plaintiffs Richard Bailey (“Bailey”) and Arroyo Aaron (together, “Plaintiffs”), on behalf of themselves and all others similarly situated, with Delaware Plaintiff Aldreamer Smith (“Smith”), on the one hand, and (2) Defendant Alacrity Solutions Group, LLC (“Defendant”), on the other hand. Plaintiffs and Defendant are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Plaintiffs allege that on or around March 3, 2021, Defendant was the target of a Cyberattack (as defined below);

WHEREAS, on April 5, 2022, Bailey filed the above-captioned putative class action (the “Lawsuit”) in the Hamilton County Superior Court for the State of Indiana (the “Court”), alleging that Defendant failed to adequately safeguard the private information of individuals saved in its systems. Plaintiffs and the putative class sought monetary, declaratory, and equitable relief;

WHEREAS, on May 18, 2022, Smith filed a separate putative class action against Defendant in the U.S. District Court for the District of Delaware, making similar allegations as

Plaintiffs related to the Cyberattack, but later voluntarily dismissed her later-filed action in order to coordinate with Plaintiffs in the earlier-filed Lawsuit.

WHEREAS, Defendant denies any wrongdoing and liability in connection with the Cyberattack, and maintains that it complied with all applicable law;

WHEREAS, the Parties agreed to discuss a potential resolution of the Lawsuit;

WHEREAS, after multiple months of negotiation, the exchange of proposed term sheets, and numerous phone calls, in November 2022, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Cyberattack rather than continue litigating the Lawsuit;

WHEREAS, Plaintiffs and their counsel believe strongly in the merits of their claims and ability to move forward in this litigation, however, in consideration of all the circumstances, including the significant risks and costs associated with protracted litigation, and after prolonged and serious arm's-length settlement negotiations with Defendant, the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of all Members of the Settlement Class and California Subclass (as defined in Paragraph 1 below);

WHEREAS, Defendant indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but and after prolonged and serious arm's-length settlement negotiations with Plaintiffs' counsel and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, concluded that it is in its best interests to settle the Lawsuit on the terms and conditions in the Settlement Agreement;

WHEREAS, the Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Lawsuit fully, finally, and forever on behalf of the Settlement Class and for the Released Claims (defined in Paragraph 12 below) in

accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

WHEREAS, based on their evaluation of the facts and the law, Plaintiffs and their counsel (hereinafter “Class Counsel”) have agreed to settle the Lawsuit after considering such factors as: (1) the benefits to the Settlement Class and California Subclass; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiffs and the Settlement Class and California Subclass now rather than later (or not at all);

WHEREAS, Plaintiffs and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and California Subclass and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit;

WHEREAS, Defendant and its counsel have made similar determinations, and, while denying wrongdoing, Defendant enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

CERTIFICATION OF SETTLEMENT CLASSES

1. The Settlement Class and California Subclass:

The “Settlement Class” is defined as follows:

All persons whose personally identifiable information was potentially compromised as a result of the cyberattack that Defendant learned of on or about March 3, 2021 (the “Cyberattack”) and who were sent written notices of the Cyberattack from Defendant.

The “California Subclass” is defined as follows:

All Members of the Settlement Class who were residing in California on March 3, 2021.

Excluded from the Settlement Class and California Subclass (together, the “Settlement Classes”) are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. The Settlement Class may include as many as 54,668 individuals (each, a “Settlement Class Member”). The California Subclass is estimated to include approximately 640 individuals (each, a “California Subclass Member”). For the avoidance of doubt, California Subclass Members are also Settlement Class Members, and references herein to the Settlement Class therefore include the California Subclass.

2. Certification of Settlement Class: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class and California Subclass for settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 21) does not occur.

RELIEF TO THE SETTLEMENT CLASS AND CALIFORNIA SUBCLASS

3. Relief to the Settlement Class:

A. If the proposed settlement receives final approval, Defendant will provide to Settlement Class Members who submit valid and timely claim forms (each, a “Claimant”) the following benefits on the terms set forth below:

- i. *Credit Monitoring:* Defendant will provide to Claimants two years of the single-bureau identity protection and credit monitoring service, including \$1 million in fraud protection insurance, free of charge.

ii. *Compensation for Monetary and Out-of-pocket Losses:* Defendant will provide to Claimants compensation for the following unreimbursed losses, up to a total of \$4,000 per Settlement Class Member:

- (a) Out of pocket expenses incurred as a result of the Cyberattack, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
- (b) Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between March 22, 2022, and the date of the close of the Claims Period; and
- (c) Other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Cyberattack.

iii. *Compensation for Lost Time:* Defendant will provide Claimants compensation for up to 3 hours of lost time, at \$20.00/hour if at least one full hour was spent dealing with the Cyberattack.

B. Settlement Class Members who submit a valid and timely claim form (the "Settlement Class Claim Form"), a copy of which is attached as Exhibit A, to the Claims Administrator (as defined in Paragraph 10) will receive their activation code for membership in 1B Credit Monitoring. If a Settlement Class Member claims the subscription to the credit monitoring services, they must activate the service within 90 days from the date that the activation code is sent.

C. The Enrollment Period for the *Credit Monitoring* benefit described in Paragraph 3(A)(i) will be 90 days, beginning five (5) days after the Effective Date.

- D. Compensation for the losses described in Paragraph 3(A)(ii) shall be paid only if:
- i. the loss is an actual, documented, and unreimbursed monetary loss;

- ii. it is determined by the Claims Administrator, or in the course of the appeals process, that the loss was more likely than not caused by the Cyberattack;
- iii. the loss occurred on or after March 3, 2021;
- iv. the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- v. documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement. Class Members must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Claims Administrator.

E. Compensation for lost time described in Paragraph 3(A)(iii) is included in the \$4,000 cap on claims for monetary and out-of-pocket losses described in Paragraph 3(A)(ii), and shall be paid only if the Settlement Class Member:

- i. attests under the laws of their state that any claimed lost time was spent related to the Cyberattack between March 22, 2022 and the close of the Claims Period (as defined in Paragraph 5); and
- ii. provides a brief written description of how the claimed lost time was spent.

F. Claims for monetary losses and lost time will be subject to review for completeness, plausibility, and reasonable traceability to the Cyberattack by the Claims Administrator. Settlement Class Members will have the opportunity to seek review by a third-party claims referee at Defendant’s expense if they dispute the Claims Administrator’s initial determination (as described in Paragraph 10(D)).

G. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages; all such amounts are not recoverable under the Settlement Agreement.

4. Relief to California Subclass:

A. If the proposed settlement receives final approval, Defendant will provide to California Subclass Members the following benefits on the terms set forth below:

- i. The forms of relief described in Paragraph 3, subject to the same requirements and conditions as applicable thereto; and
- ii. An additional \$100 cash benefit.

B. California Subclass Members must submit a valid and timely claim form (the “Subclass Claim Form”), a copy of which is attached as Exhibit B, to the Claims Administrator in order to obtain the benefits described herein.

5. Claims Period: Settlement Class and California Subclass Members shall have 90 days from the date that the Class Notice (as described in Paragraph 15) is issued to the Settlement Classes to submit a valid claim form (the “Claims Period”).

6. Proof of Class Membership: As proof of class membership, any Settlement Class and California Subclass Members filing a claim must certify that he or she was an employee of Defendant, a family member of an employee of Defendant, or applied for employment with Defendant, before March 3, 2021, and submit one of the following: (a) a unique identifier to be provided by the Claims Administrator to those individuals for whom direct notice is given; or (b) his or her name and Social Security number.

7. Claims Payments:

A. Payments. Any payments will either be mailed to Settlement Class Members, at the address to which Notice was provided or to an address provided by the Settlement Class Member

at the time of their claim submission, or transmitted through an electronic payment method selected by the Class Member within 30 days following the Effective Date upon submission of a valid Claim Form and after Defendant's or the Claims Administrator's confirmation through review of Defendant's records that the Settlement Subclass Member is entitled to relief, or the Claims Administrator's confirmation through review of the Settlement Subclass Member's submission of sufficient documentation demonstrating an entitlement to relief under the settlement whichever is later.

B. Returned Checks. If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided. If a forwarding address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class Member.

C. Uncashed/Cancelled Checks. Checks shall be valid for at least 120 days from the date of issue. Upon request, Defendant or the Claims Administrator will provide Class Counsel with a report on uncashed or cancelled checks.

D. Residual funds. All residual funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall revert back to, and be the property of, Defendant and/or its insurers at the conclusion of the settlement administration process. Such funds shall be transferred back to Defendant or its insurers within 10 business days of the close of the settlement administration period pursuant to wire instructions to be provided by counsel for Defendant.

8. Attorneys' Fees, Costs, and Service Award:

A. Attorneys' Fees and Costs.

Defendant agrees not to object to Plaintiffs' request for attorneys' fees to Class Counsel¹ in a total amount not to exceed a total of \$212,500, inclusive of costs ("Class Counsel Payment"). Class Counsel and Plaintiffs agree not to seek or accept a Class Counsel Payment greater than \$212,500. Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Settlement Class Members to exclude themselves or object, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$212,500.

The Court's consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement.

The Court-approved Class Counsel Payment will not affect any benefits provided to Settlement Class Members or Plaintiffs, and will be paid separate and apart from any other sums agreed to under this Settlement Agreement. Defendant will pay, or cause to be paid, the Court-approved Class Counsel Payment within 30 days of the Effective Date by wire transfer to the attorney trust account of Class Counsel so long as the necessary documentation is provided by Class Counsel. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-

¹ Class Counsel in this matter is Milberg Coleman Bryson Phillips Grossman, PLLC.

approved Class Counsel Payment among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiffs, any Settlement Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

B. Service Award. Defendant agrees not to object to Plaintiffs' request for a service award in an amount not to exceed \$1,500 for each named Plaintiff and Smith for the time and effort expended on behalf of the Settlement Class (the "Service Award"). Class Counsel, Plaintiffs and Smith agree not to seek or accept a Service Award greater than \$1,500 per individual or \$4,500 total. Class Counsel will petition for approval of the Service Award at least 14 days before the opt-out or objection deadline, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$1,500 per individual or \$4,500 total. The Court-approved Service Award will not affect any benefit provided to Class Members, including Plaintiffs. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date by check payable to "Milberg Coleman Bryson Phillips Grossman, PLLC," or by wire transfer pursuant to wire instructions provided by Class Counsel. Defendant's obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer by Class Counsel. Plaintiffs will bear all liability (beyond

the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement.

9. **New Practices:** Defendant has implemented improvements, and planned for future implementations, to improve its cybersecurity since the Cyberattack. Defendant shall provide Plaintiffs' Counsel with a confidential declaration or affidavit, suitable for filing under seal with the Court, attesting that agreed-upon security-related measures have been implemented on or before December 31, 2023. Costs associated with these security-related measures shall be paid by Defendant separate and apart from other settlement benefits.

SETTLEMENT ADMINISTRATION

10. **Claims and Settlement Administration:**

A. **Claims Administrator.** The Parties have selected RG/2 Claims Administration, LLC as the third-party claims administrator ("Claims Administrator") to provide notice of the settlement to the Settlement Class and California Subclass and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (1) providing notification of the proposed settlement to the same population as Defendant's pre-Lawsuit cybersecurity incident notification in a manner mutually agreeable to the Parties, which may include email or direct mail notification; (2) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the "Short Form Notice" and "Long Form

Notice” of the settlement (attached hereto as Exhibits C and D, respectively),² and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests for exclusion from Settlement Class Members; and (6) any other provision of the Settlement Agreement that relates to the settlement and settlement administration. Upon reasonable notice, the Claims Administrator and Defendant will make available for inspection by Class Counsel such information as reasonably necessary for Class Counsel to confirm that the Claims Administrator and Defendant have complied with the settlement administration aspects of the Settlement Agreement.

B. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties’ respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of settlement administration will not affect any benefit provided to Settlement Class Members, including Plaintiffs. Except for the Court-approved Class Counsel Payment and Court-approved Service Award, Defendant will not be responsible for, and will not pay, any additional costs or

² The Short Form Notice shall consist of a Short Form Notice directed to Settlement Class Members (attached as Exhibit C-1) and a Short Form Notice directed to California Subclass Members (attached as Exhibit C-2).

fees incurred by Plaintiffs or Class Counsel with respect to the negotiation, implementation, or settlement administration, or any costs incurred by any Settlement Class Member in connection with participating in, opting out of, or objecting to the settlement.

D. Dispute Resolution.

- i. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member and/or California Subclass Member; (2) the Member has provided all information needed to complete the Settlement Class Claim Form or Subclass Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that the Member has suffered the claimed losses as a result of the Cyberattack. The Claims Administrator may, within sixty (60) days of the Claims Deadline, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, documentation requested on the Settlement Class Claim Form or Subclass Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.
- ii. Upon receipt of an incomplete or unsigned Settlement Class Claim Form or a Subclass Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request

via email or US Mail additional information (“Claim Supplementation”) and give the Claimant 21 days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within 30 days of receipt of such Settlement Class Claim Form or Subclass Claim Form or 30 days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

- iii. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have 10 days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Settlement Class Claim Form or Subclass Claim Form and enable the Claim Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part for other reasons, then the claim may be referred to the claims referee.
- iv. Claimants shall have 30 days from receipt of any offer of payment from the Claims Administrator to accept or reject the offer. If a Claimant rejects an offer from the Claims Administrator, the Claims Administrator shall have 15 days to reconsider its offered amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within 30 days of it being made,

then the dispute may be submitted to the claims referee within 10 days from the date by which the Claimant was required to approve the final determination.

- v. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within 15 days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within 30 days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Cyberattack. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any Claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within 30 days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

11. No Other Financial Obligations on Defendant: Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

RELEASE

12. Release:

A. As of the Effective Date, Plaintiffs named in this Settlement Agreement and Release and every Settlement Class Member (except those who timely opt out), for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, fully and finally release Defendant, its parents, subsidiaries, predecessors, shareholders, members, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the Cyberattack; and (b) all other claims arising out of the Cyberattack that were asserted, or that could have been asserted, in the Lawsuit. The claims released in this Paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

B. Plaintiffs and the Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, which provides:

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

C. Plaintiffs and the Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or

facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

13. No Release of Unrelated Claims: Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Cyberattack.

SETTLEMENT APPROVAL PROCESS

14. Preliminary Approval Order: As soon as practicable after the execution of the Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court, and Plaintiffs will file a motion for preliminary approval of the settlement, requesting entry of a preliminary approval order, which:

- A. Preliminarily approves the Settlement Agreement;
- B. Certifies the Settlement Class and California Subclass for settlement purposes only pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;
- D. Appoints the Claims Administrator in accordance with Paragraph 10(a);
- E. Approves the notice program (as described in Paragraphs 10(a) and 15 of the Settlement Agreement) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said notice program;
- F. Approves the Short Form Notice to be mailed to Settlement Class Members and the Long Form Notice;

G. Approves the Settlement Class Claim Form and Subclass Claim Form and directs the Claims Administrator to conduct Settlement Administration in accordance with the provisions of the Settlement Agreement;

H. Approves the Exclusion, *e.g.*, opt-out, and Objection procedures outlined in the Settlement Agreement;

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

J. Appoints Plaintiffs (including Plaintiff Aldreamer Smith) as the Settlement Class Representatives;

K. Appoints Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC as Settlement Class Counsel; and

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

A copy of the proposed Preliminary Approval Order is attached as Exhibit E. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Lawsuit as if the settlement had not occurred.

15. Class Notice: By no later than 30 days following entry of the Preliminary Approval Order (the “Notice Completion Deadline”), the Claims Administrator will notify Settlement Class Members of the settlement with the Short Form Notice sent by U.S. mail and/or by e-mail. The Notice of Proposed Settlement (the “Class Notice”) will advise that Settlement Class Members have 90 days from the date that the Class Notice is sent to submit a claim (the “Claims Deadline”). Before mailing the notice, the Claims Administrator will update the Settlement Class Member’s

address through a reliable service of the Claims Administrator's choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. For those notices returned to the Claims Administrator as undeliverable with no forwarding address, the Claims Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

16. Right of Exclusion: Settlement Class Members who submit a timely, written request for exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and signed by the Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than 60 days from the date the Class Notice is issued., or any other date set by the Court. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. A Settlement Class Member who submits a valid Settlement Class Claim Form or Subclass Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid. All persons who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement. All persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner described in this Paragraph shall be bound by the terms of the

Settlement Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court.

17. Right to Object: Any Settlement Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Indiana Rules of Appellate Procedure and not through a collateral attack.

18. Final Approval Hearing: At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final

approval of the settlement (the “Final Approval Hearing”) approximately 120 days after entry of the Preliminary Approval Order.

19. Motion for Final Approval: At least 14 days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for final approval of the Settlement Agreement.

20. Final Judgment and Order: At the Final Approval Hearing, the Parties will ask the Court to enter final judgment (the “Final Judgment and Order”). A copy of the proposed Final Judgment and Order is attached as Exhibit F.

21. Finality of Judgment: The Final Judgment and Order will be deemed final, and the “Effective Date” will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

MISCELLANEOUS PROVISIONS

22. Right to Terminate Settlement: If 200 or more individuals opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the Settlement Agreement. If Defendant opts to terminate the settlement agreement, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties’ settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiffs in any manner.

23. Integration and Drafting: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm’s length. It sets forth the entire agreement among the Parties.

24. **Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

25. **Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

26. **Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

27. **Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

28. **Advice of Counsel:** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

29. **No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as

an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

30. Tax Consequences: Defendant gives no opinion as to the tax consequences of the settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement Agreement.

31. Cooperation in Effecting Settlement: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement. Defendant agrees to provide confirmatory discovery establishing the appropriateness of the settlement terms.

32. Publicity: The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. The Parties reserve their right to rebut, in a matter 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. Notwithstanding the foregoing, the Parties may include on their websites or provide to Settlement Class Members the notice and any signed orders from the Court regarding the settlement and may respond to inquiries from Settlement Class Members regarding the substance of the settlement; provided however, that such responses shall in no way be

disparaging to a Party. Defendant may, at its sole discretion, make a public statement about its operating procedures, or changes to these procedures, relating to cybersecurity.

33. **Authority to Execute Agreement:** Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

34. **No Assignment:** The parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

35. **Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

36. **Jurisdiction:** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

37. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana, without regard for its choice-of-law rules.

RICHARD BAILEY

Richard J Bailey
Richard J Bailey (Feb 10, 2023 16:46 CST)

Date: Feb 10, 2023

ARROYO AARON

Arroyo Aaron
Arroyo Aaron (Feb 13, 2023 14:57 EST)

Date: Feb 13, 2023

ALACRITY SOLUTIONS GROUP, LLC

DocuSigned by:
John Hall
F2ED736810B44DF...

Signature

BY: John Hall COO

Name and Title

Date: 1/31/2023


ALDREAMER SMITH



Date: 02/15/2023

Approved as to form:

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
Attorneys for Plaintiffs and the Putative
Settlement Classes


Gary M Klinger (Feb 7, 2023 10:01 CST)
Gary M. Klinger

Date: Feb 7, 2023

MCDONALD HOPKINS LLC
Attorney for Defendant Alacrity Solutions
Group, LLC

Christopher G. Dean

Date: _____

ALDREAMER SMITH

Date: _____

Approved as to form:

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
Attorneys for Plaintiffs and the Putative
Settlement Classes

Gary M. Klinger

Date: _____

MCDONALD HOPKINS LLC
Attorney for Defendant Alacrity Solutions
Group, LLC



Christopher G. Dean

Date: February 4, 2023

EXHIBIT A

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

CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT

ALACRITY-A

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

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

GENERAL INSTRUCTIONS

If you were notified by Alacrity Solutions Group, LLC (“Alacrity”) that your Social Security, financial account, driver’s license, or passport numbers were potentially compromised as a result of the cyberattack that Alacrity learned of on or about March 3, 2021 (“Cyberattack”), you are a member of the Settlement Class and are eligible to complete this Claim Form to request two (2) years of identity protection and credit monitoring service free of charge and/or compensation for unreimbursed losses, up to a total of \$4,000 (“Unreimbursed Losses”).

Unreimbursed Losses include the following:

1. Out-of-pocket expenses incurred as a result of the Cyberattack, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after the date on which the Settlement Class Member received written notice of the Cyberattack through **{the preliminary approval date}**;
3. Compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Cyberattack; and
4. Up to 3 hours of lost time at a rate of \$20.00 per hour if at least one full hour was spent dealing with the Cyberattack.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Cyberattack;
- The loss occurred between March 3, 2021 and **{the close of the claims period}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

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

Alacrity Claims Administrator
RG/2 mailing address

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

CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT

ALACRITY-A

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

- Check this box to certify that you were an employee, a family member of an employee, or had applied to become an employee of Alacrity Solutions Group, LLC (“Alacrity”) before March 3, 2021.

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

Notice ID Number

Social Security Number (last four digits only)

III. IDENTITY THEFT PROTECTION

- Check this box if you wish to receive two (2) years of free identity protection and credit monitoring service.

IV. UNREIMBURSED LOSSES

All members of the Settlement Class who submit a Valid Claim using this Claim Form are eligible for reimbursement of the following **documented** out-of-pocket expenses, not to exceed \$4,000 per member of the Settlement Class, that were incurred as a result of the Cyberattack:

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

**CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT**

ALACRITY-A

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																									
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Cyberattack, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="7" style="text-align: center;">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)							<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.		
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Examples of Supporting Documentation: <i>Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e., police station, IRS office), indication of why you traveled there (i.e., police report or letter from IRS re: falsified tax return) and number of miles you traveled.</i>																											
<input type="radio"/> Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after March 22, 2022 through {the preliminary approval date} .	<table border="1"><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="7" style="text-align: center;">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)							<table border="1"><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.		
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Examples of Supporting Documentation: <i>Invoices or statements reflecting payments made for professional fees/services.</i>																											

V. COMPENSATION FOR LOST TIME

All members of the Settlement Subclass who have spent time dealing with the Cyberattack may claim up to three (3) hours for lost time at a rate of \$20.00 per hour. Any payment for lost time is included in the \$4,000 cap per Settlement Class member (no documentation is required).

Hours claimed (up to 3 hours) 1 Hour (\$20) 2 Hours (\$40) 3 Hours (\$60)

{10958934: } Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

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

CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT

ALACRITY-A

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Cyberattack between March 22, 2022 and the **close of the Claims Period**.

Provide a written description of how the hours you claimed above were spent:

VI. PAYMENT SELECTION

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

PayPal - Enter your PayPal email address: _____

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

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

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

Virtual Prepaid Card - Enter your email address: _____

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

VII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT B

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

CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT

ALACRITY-B

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

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

GENERAL INSTRUCTIONS

If you were notified by Alacrity Solutions Group, LLC (“Alacrity”) that your Social Security, financial account, driver’s license, or passport numbers were potentially compromised as a result of the cyberattack that Alacrity learned of on or about March 3, 2021 (“Cyberattack”) and you were residing in California on March 3, 2021, you are a member of the California Subclass and are eligible to complete this Claim Form to request two (2) years of identity protection and credit monitoring service free of charge, compensation for unreimbursed losses up to a total of \$4,000 (“Unreimbursed Losses”), and/or an additional cash benefit of \$100.

Unreimbursed Losses include the following:

1. Out-of-pocket expenses incurred as a result of the Cyberattack, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after the date on which the Settlement Class Member received written notice of the Cyberattack through **{the preliminary approval date}**;
3. Compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Cyberattack; and
4. Up to 3 hours of lost time at a rate of \$20.00 per hour if at least one full hour was spent dealing with the Cyberattack.

Compensation for the above losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Cyberattack;
- The loss occurred between March 3, 2021 and **{the close of the claims period}**;
- You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

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

Alacrity Claims Administrator
RG/2 mailing address

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

CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT

ALACRITY-B

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF SUBCLASS MEMBERSHIP

- Check this box to certify that you were an employee, a family member of an employee, or had applied to become an employee of Alacrity Solutions Group, LLC (“Alacrity”) before March 3, 2021.

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

Notice ID Number

Social Security Number (last four digits only)

III. IDENTITY THEFT PROTECTION

- Check this box if you wish to receive two (2) years of free identity protection and credit monitoring service.

IV. UNREIMBURSED LOSSES

All members of the California Subclass who submit a Valid Claim using this Claim Form are eligible for reimbursement of the following **documented** out-of-pocket expenses, not to exceed \$4,000 per member of the Settlement Class, that were incurred as a result of the Cyberattack:

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

**CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT**

ALACRITY-B

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																											
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V. COMPENSATION FOR LOST TIME

All members of the California Subclass who have spent time dealing with the Cyberattack may claim up to three (3) hours for lost time at a rate of \$20.00 per hour. Any payment for lost time is included in the \$4,000 cap per Settlement Class member (no documentation is required).

Hours claimed (up to 3 hours) 1 Hour (\$20) 2 Hours (\$40) 3 Hours (\$60)

{10941339: } Questions? Go to **URL** or call 1-**XXX-XXX-XXXX**.

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

CLAIM FORM FOR ALACRITY SOLUTIONS GROUP, LLC
CYBERATTACK SETTLEMENT

ALACRITY-B

Bailey, et al. v. Alacrity Solutions Group, LLC
Cause No. 29D03-2204-PL-002383

I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Cyberattack between March 22, 2022 and the **close of the Claims Period**.

Provide a written description of how the hours you claimed above were spent:

VI. ADDITIONAL CALIFORNIA SUBCLASS CASH AWARD

I was a California resident on March 3, 2021 and request the additional \$100.00 cash award for California Subclass Members.

VII. PAYMENT SELECTION

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

PayPal - Enter your PayPal email address: _____

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

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

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

Virtual Prepaid Card - Enter your email address: _____

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

VIII. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

EXHIBIT C-1

NOTICE ID: _____

Why am I receiving this notice? A class action settlement in the case entitled *Bailey, et al. v. Alacrity Solutions Group, LLC*, Cause No. 29D03-2204-PL-002383 in the Superior Court of Hamilton County, Indiana, has been reached between the plaintiffs and defendant, Alacrity Solutions Group, LLC (“Alacrity”). The case concerns a cyberattack Alacrity learned of on or about March 3, 2021 (the “Cyberattack”). You are receiving this notice because Alacrity’s records show that your personally identifiable information was potentially compromised as a result of the Cyberattack. **The records show that you may be a member of the Settlement Class, defined below.**

Who’s Included in the Settlement Class? The Settlement Class includes all persons whose personally identifiable information was potentially compromised as a result of the Cyberattack and who were sent written notices of the Cyberattack by Alacrity.

What are the Settlement terms? The Settlement provides for two years of free identity theft protection and credit monitoring services for all members of the Settlement Class who submit a valid Claim Form. Settlement Class Members who incurred out-of-pocket expenses as a result of, or spent time dealing with the Cyberattack are also eligible to receive monetary benefits of up to \$4000 for expense reimbursement and lost time. Please visit [URL](#) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2023**.

What are my other options? If you **Stay in** the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, including Alacrity, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 2023**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 2023**. The Long Notice available on the Settlement Website explains how to Opt Out or Object.

The Court’s Fairness Hearing. The Court will hold a Fairness Hearing on **Month DD, 2023**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for Plaintiffs’ counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

Do I have a lawyer in the case? The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Gary M. Klinger of **Milberg, Coleman, Bryson, Phillips, Grossman, PLLC**, 227 W. Monroe St., Ste. 2100, Chicago, IL 60606, 866-252-0878.

For more information, please visit [URL](#) or call toll-free **XXX-XXX-XXXX**

{10958956: }

EXHIBIT C-2

NOTICE ID: _____

Why am I receiving this notice? A class action settlement in the case entitled *Bailey, et al. v. Alacrity Solutions Group, LLC*, Cause No. 29D03-2204-PL-002383 in the Superior Court of Hamilton County, Indiana, has been reached between the plaintiffs and defendant, Alacrity Solutions Group, LLC (“Alacrity”). The case concerns a cyberattack Alacrity learned of on or about March 3, 2021 (the “Cyberattack”). You are receiving this notice because Alacrity’s records show that your personally identifiable information was potentially compromised as a result of the Cyberattack. **The records show that you may be a member of the California Subclass, defined below.**

Who’s Included in the California Subclass? The California Subclass includes persons whose personally identifiable information was potentially compromised as a result of the Cyberattack who resided in California at the time and were sent written notices of the Cyberattack by Alacrity.

What are the Settlement terms? The Settlement provides for two years of free identity theft protection and credit monitoring services for all members of the California Subclass who submit a valid Claim Form as well as a \$100 cash benefit. California Subclass Members who incurred out-of-pocket expenses as a result of, or spent time dealing with the Cyberattack are also eligible to receive monetary benefits of up to \$4000 for expense reimbursement and lost time. Please visit **URL** for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2022**.

What are my other options? If you **Stay** in the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, including Alacrity, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 2022**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 2022**. The Long Notice available on the Settlement Website explains how to Opt Out or Object.

The Court’s Fairness Hearing. The Court will hold a Fairness Hearing on **Month DD, 2022**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for Plaintiffs’ counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

Do I have a lawyer in the case? The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Gary M. Klinger of **Milberg, Coleman, Bryson, Phillips, Grossman, PLLC**, 227 W. Monroe St., Ste. 2100, Chicago, IL 60606, 866-252-0878.

For more information, please visit **URL** or call toll-free **XXX-XXX-XXXX**

{10941381: }

EXHIBIT D

STATE OF INDIANA)	IN THE HAMILTON SUPERIOR COURT 3
) SS:	
COUNTY OF HAMILTON)	CAUSE NO. 29D03-2204-PL-002383
)	
RICHARD BAILEY and ARROYO AARON,)	
Individually, and on behalf of all others similarly)	
situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ALACRITY SOLUTIONS GROUP, LLC,)	
)	
Defendant.)	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All persons who were notified by Alacrity Solutions Group, LLC (“Alacrity”) that their personally identifiable information was potentially compromised as a result of the cyberattack that learned of on or about March 3, 2021 (the “Cyberattack”), referred to herein as the “Settlement Class”;

All California residents who were notified by Alacrity that their personally identifiable information was potentially compromised as a result of the Cyberattack, referred to herein as the “California Subclass”.

A proposed Settlement has been reached in a class action lawsuit against Alacrity. The lawsuit asserted claims against Alacrity arising out of or related to a cyberattack that Alacrity learned of on or about March 3, 2021.

If you are a member of the Settlement Class or California Subclass, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM BY _____, 2023	You must submit a valid claim form to receive credit monitoring services from Settlement and reimbursement for unreimbursed expenses. California Subclass members are also eligible for an additional \$100 cash award.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including Alacrity over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY _____, 2023	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY _____ _____, 2023	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.
GO TO A HEARING ON _____, 2023	Ask to speak in Court about the fairness of the Settlement.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting [URL](#) or by calling [1-XXX-XXX-XXXX](#).

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class or California Subclass able to receive benefits from a proposed settlement of the class action lawsuit *Bailey, et*

¹ The Released Parties are Alacrity, its parents, subsidiaries, shareholders, members, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives.

al. v. Alacrity Solutions Group, LLC, Cause No. 29D03-2204-PL-002383 in the Superior Court of Hamilton County, Indiana (the “Lawsuit”). The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members and California Subclass Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit brought on behalf of all persons whose personally identifiable information was potentially compromised as a result of the cyberattack that Alacrity learned of on or about March 3, 2021, and who were sent written notices of the Cyberattack by Alacrity.

The Settlement includes a California Subclass, defined as: All Members of the Settlement Class who were residing in California on March 3, 2021.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are two Plaintiffs (or Representative Plaintiffs) in this case: Richard Bailey and Arroyo Aaron.

4. Why is there a Settlement?

The Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class and Settlement Subclass. The Court has not decided whether the Plaintiffs’ claims or Alacrity’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Alacrity did anything wrong, or that the Plaintiffs, the Settlement Class and California Subclass would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class and California Subclass?

The Settlement Class is defined as all persons whose personally identifiable information was potentially compromised as a result of the Cyberattack and who were sent written notices of the Cyberattack from Alacrity.

The “California Subclass” is defined as all Members of the Settlement Class who were residing in California on March 3, 2021.

Excluded from the Settlement Class and California Subclass are: (a) Alacrity’s officers and directors; (b) any entity in which Alacrity has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Alacrity. Also excluded are members of the judiciary to whom this case is assigned, their families and members of their staff.

6. What are the Settlement Benefits?

Identity Protection and Credit Monitoring Services

The proposed Settlement provides two years of identity protection and credit monitoring service free of charge to Settlement Class and California Subclass Members who submit a valid Claim Form.

Compensation for Unreimbursed Losses

The Settlement also provides compensation for the following unreimbursed losses, up to a total of \$4,000 per member of the Settlement Class or California Subclass:

1. Out-of-pocket expenses incurred as a result of the Cyberattack, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after March 22, 2022 through **{the preliminary approval date}**;
3. Compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Cyberattack; and
4. Up to 3 hours of lost time at a rate of \$20.00 per hour if at least one full hour was spent dealing with the Cyberattack.

Compensation for unreimbursed losses (except for lost time), shall be paid only if:²

1. The loss is an actual, documented, and unreimbursed monetary loss;
2. The loss was more likely than not caused by the Cyberattack;

² Compensation for lost time requires (i) an attestation that any claimed lost time was spent related to the Cyberattack between March 22, 2022 and the **Close of the Claims Period**; and (ii) a written description of how the claimed lost time was spent.

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3. The loss occurred between March 3, 2021 and **{the close of the Claims Period}**;
4. The Settlement Subclass Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
5. Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

Additional Cash Benefit

California Subclass members are eligible for an additional \$100 cash benefit.

New Practices

Alacrity has implemented improvements, and plans for future implementations, to improve its cybersecurity since the Cyberattack.

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

Settlement Class Members and California Subclass Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit **URL**.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member or California Subclass Member, what options do I have?

If you are a Settlement Class Member or California Subclass Member, you do not have to do anything to remain in the Settlement. However, if you want two years of identity protection and credit monitoring and/or to request compensation for unreimbursed losses, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2023**. You may download or submit a Claim Form online at **URL**.

If you are a member of the California Subclass and want to request your additional \$100 cash benefit, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2023**. You may download or submit a Claim Form online at **URL**.

If you do not want to give up your right to sue the Released Parties about the Cyberattack or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class/California Subclass. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class or California Subclass Member (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (See Question 20 below.) If you object, you must still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

9. What happens if I do nothing?

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

10. How do I submit a claim?

You may complete the Claim Form online at [URL](#). You may also obtain a paper Claim Form by downloading it at [URL](#) or by calling the claims administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at [URL](#) or mail them to:

Alacrity Claims Administrator
{RG/2 Mailing Address}
{RG/2 City/State/Zip}

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

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

12. How do I exclude myself from the Settlement?

You must make a signed written request that (i) says you wish to exclude yourself from the Settlement Class/California Subclass in this Lawsuit, and (ii) include your name, address and phone number. You must send your request by **Month DD, 2023** to this address:

Alacrity Claims Administrator
Attn: Exclusions

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For more information visit [URL](#) or call toll-free **XXX-XXX-XXXX**

{RG/2 Mailing Address}

{RG/2 City/State/Zip}

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

14. If I do not exclude myself, can I sue the Released Parties for the Cyberattack later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class/California Subclass to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

15. How do I object to the settlement?

All Settlement Class and California Subclass Members who do not request exclusion from the Settlement Class/California Subclass have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Alacrity's Counsel.

Court	Class Counsel	Alacrity's Counsel
Insert Address	Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Ste. 2100, Chicago, IL 60606	Christopher G. Dean MCDONALD HOPKINS LLC 600 Superior Avenue Suite 2100 Cleveland, OH 44114

Objections must be filed or postmarked no later than **Month DD, 2023**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; and (d) copies of any documents that you want the Court to consider.

Should you wish to appear at the Final Approval Hearing, you must so state, and must identify any documents or witnesses you intend to call on your behalf.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Indiana Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

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

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2023**, at **XX:XX A.M./P.M.**, at **Court Address**. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiffs' request for attorneys' fees and costs, and Plaintiffs' request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

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

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

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

Lawyers for the Settlement Class and Alacrity

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class and California Subclass Members in this Lawsuit:

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

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Alacrity, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

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

Plaintiffs will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of \$212,500 inclusive of any costs and expenses of the Litigation (the "Class Counsel Payment").

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of \$1,500 be awarded to each Representative Plaintiff, and to Aldreamer Smith as the named plaintiff in a separate-but-related proceeding, for their time and effort expended on behalf of the Settlement Class in the Litigation.

If the Court awards the Class Counsel Payment or the Service Awards described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, Settlement Subclass Members, or Plaintiffs.

22. Who represents Alacrity in the Lawsuit?

Alacrity is represented by the following lawyers:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue
Suite 2100
Cleveland, OH 44114

For Further Information

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

For additional information, please visit **URL**. You may also contact the Claims Administrator by mail, email or phone:

Mail:

Alacrity Claims Administrator

{RG/2 Mailing Address}

{RG/2 City/State/Zip}

Email:

EMAIL ADDRESS

Phone:

XXX-XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT OR ALACRITY'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**

EXHIBIT E

STATE OF INDIANA)	IN THE HAMILTON SUPERIOR COURT 3
) SS:	
COUNTY OF HAMILTON)	CAUSE NO. 29D03-2204-PL-002383
)	
RICHARD BAILEY and ARROYO AARON,)	
Individually, and on behalf of all others similarly)	
situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ALACRITY SOLUTIONS GROUP, LLC,)	
)	
Defendant.)	

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement Agreement (the “Motion”). Plaintiffs, individually and on behalf of the proposed Settlement Class and Subclass, and Defendant Alacrity Solutions Group, LLC (“Defendant” or “Alacrity”) have entered into a Settlement Agreement and Release (the “Settlement Agreement”) that settles the above-captioned litigation.

On April 5, 2022, Plaintiff Richard Bailey filed a Class Action Complaint in the Hamilton Superior Court, Hamilton County, for the State of Indiana, against Alacrity. Bailey later amended his allegations and added Plaintiff Arroyo Aaron (together, “Plaintiffs”). The Amended Complaint alleges that Alacrity was the target of a cyberattack and data breach perpetrated by an unauthorized third-party threat actor who gained access to Alacrity’s computer network on or about March 3, 2021. This cyberattack resulted in the exposure of Alacrity’s employees’ personally identifiable information (“PII”), which Alacrity discovered on March 3, 2021 (the “Cyberattack”). *See*

Amended Class Action Complaint (“*Comp.*” or “*Amended Complaint*”), ¶¶ 2-4. The PII allegedly compromised in the Cyberattack included employee names, addresses, Social Security numbers, financial accounting information, and health insurance information. *See id.* ¶ 4.

In the Amended Complaint, Plaintiffs allege four causes of action: (1) Negligence; (2) Breach of Implied Contract; (3) Unjust Enrichment; and (4) Negligence *Per Se*. *See Comp.* ¶¶89-131. Plaintiffs allege that Alacrity failed to safeguard its employees’ PII. *See id.* ¶¶ 36, 38. Plaintiffs also allege that, as a result of the Cyberattack, Plaintiffs and Settlement Class Members suffered ascertainable losses, including (without limitation) out-of-pocket expenses, the value of their time reasonably incurred to remedy or mitigate the effects of the unauthorized access and exfiltration of their sensitive and highly personal information, and diminished value of their PII. *See id.* ¶¶ 59-61. Plaintiffs and the putative class seek monetary and equitable relief.

Defendant denies the allegations in the Lawsuit.

On May 18, 2022, Plaintiff Aldreamer Smith filed a separate putative class action against Defendant in the U.S. District Court for the District of Delaware, making similar allegations as Plaintiffs related to the Cyberattack, but later voluntarily dismissed her later-filed action in order to coordinate with Plaintiffs in this earlier-filed Lawsuit.

After prolonged and serious arm’s-length settlement negotiations, the Parties reached a Settlement Agreement and Release (the “*Settlement Agreement*”) that they consider fair, reasonable, and adequate, and in the best interests of all the Settlement Class Members.

WHEREAS, Plaintiffs, on behalf of the proposed Settlement Class Members, having made a motion, pursuant to Indiana Rule of Trial Procedure 23(E), for an order preliminarily approving a settlement in accordance with the Settlement Agreement filed on [REDACTED] as Exhibit 1 to the Motion, which, together with the Exhibits attached thereto, set forth the terms and conditions

for a proposed settlement; and the Court having read and considered the Settlement Agreement and the exhibits attached thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has reviewed the Settlement Agreement and does hereby preliminarily approve the settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. Pursuant to Indiana Rules of Trial Procedure 23(A)(1)-(4) and (B)(3), and for purposes of this Settlement only, the Court grants provisional certification to the following Settlement Class and California Subclass:

The Settlement Class: All persons whose personally identifiable information was potentially compromised as a result of the cyberattack that Defendant learned of on or about March 3, 2021 (the “Cyberattack”) and who were sent written notices of the Cyberattack from Defendant.

The California Subclass: All Members of the Settlement Class who were residing in California on March 3, 2021.

Excluded from the Settlement Class and California Subclass (together, the “Settlement Classes”) are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. The Settlement Class may include as many as 54,668 individuals—each, a “Settlement Class Member.” The California Subclass is estimated to include approximately 640 individuals—each, a “California Subclass Member.” For

avoidance of doubt, California Subclass Members are also Settlement Class Members, and references herein to the Settlement Class therefore include the California Subclass.

3. The Court finds, for the purposes of the settlement only, that the prerequisites for a class action under Indiana Rules of Trial Procedure 23(A)(1)-(4) and (B)(3) have been satisfied in that: (1) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to the Settlement Classes; (3) the claims of Plaintiffs are typical of the claims of the Settlement Classes they seek to represent; (4) Plaintiffs and Class Counsel have and will fairly and adequately represent the interests of the Settlement Classes; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (6) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Indiana Rule of Trial Procedure 23, and for the purposes of the settlement only, Plaintiffs Richard Bailey, Arroyo Aaron, and Aldreamer Smith are preliminarily certified as the Class Representatives and Milberg Coleman Bryson Phillips Grossman, PLLC is preliminarily appointed as Class Counsel.

5. The Court preliminarily finds that the proposed settlement should be approved as: (a) the result of serious and extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and (d) warranting notice of the proposed settlement to Settlement Class Members and further consideration of the settlement at the Final Approval Hearing described below.

6. The Final Approval Hearing shall be held before this Court on _____, 2023 at _____ .m at Superior Court No. 3 for the County of _____.

Hamilton, 1 Hamilton County Square, Suite 311, Noblesville, IN 46060 by videoconference or telephone conference. At this hearing, the Court will determine: (a) whether the proposed settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Settlement Classes and should be approved by the Court; (b) whether the [Proposed] Final Judgment and Order as provided under the Settlement Agreement should be entered; (c) whether the Settlement Classes should be finally certified for purposes of the settlement; (d) whether Plaintiffs and Class Counsel should be finally appointed as Class Representatives and Class Counsel; (e) the amount of attorneys' fees, costs, and expenses that should be awarded to Class Counsel; and (f) any Service Awards to the Class Representatives. The Court will also hear any objections by Settlement Class Members to: (a) the settlement; (b) the award of attorneys' fees and costs to Class Counsel; (c) service awards to the Class Representatives; and the Court will consider such other matters the Court deems appropriate.

7. The Court approves, as to form and content, the use of the Class Claim Form and Subclass Claim Form, in the forms substantially similar to those attached as Exhibits A and B, respectively, to the Settlement Agreement;

8. The Court approves as to form and content, the Short Form Notices (Postcard Notices) to be mailed and/or emailed to Settlement Class Members and California Subclass Members, in forms substantially similar to those attached as Exhibits C-1 and C-2, respectively, to the Settlement Agreement.

9. The Court approves as to form and content the Long Form Notice to be posted on the Settlement Website, in a form substantially similar to the one attached as Exhibit D to the Settlement Agreement.

10. The Court finds that the mailing and distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement, attached as Exhibit 2 to Motion: (a) constitute the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the settlement and to apprise Settlement Class Members of their right to object to the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Indiana Rule of Trial Procedure 23, the Due Process Clauses under the United States Constitution and the Indiana Constitution, the Rules of this Court, and other applicable law.

11. The firm RG/2 Claims Administration, LLC (“Claims Administrator”) is hereby appointed as Claims Administrator to supervise and administer the notice procedure, as well as the processing of claims as more fully set forth below.

12. No later than 30 days after entry of the Preliminary Approval Order (the “Notice Completion Deadline”), the Claims Administrator will notify Settlement Class Members and Settlement Subclass Members of the settlement with the Short Form Notices (Postcard Notices), substantially in the forms attached to the Settlement Agreement as Exhibits C-1 and C-2, by U.S. mail or email to all Settlement Class Members to whom Alacrity previously mailed notice of the cybersecurity incident (as described in footnote 2, *supra*). The Claims Administrator will establish and maintain a Settlement Website throughout the Claims Period, which will contain the Short Form Notices, the Long Form Notice, and the Claims Forms to either submit online or download and mail to the Claims Administrator before the Claims Deadline. The Claims Administrator will also maintain a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement.

13. Settlement Class Members who wish to submit a claim in the settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Any such claim must be postmarked or submitted electronically no later than 90 days from the date that the Class Notice is sent to submit a claim—the “Claims Deadline.”

14. The Claim Forms submitted by each Settlement Class Member must: (a) be properly completed, signed, and submitted in a timely manner in accordance with the preceding paragraph; (b) be accompanied by adequate supporting documentation, as required by and as specified in the Settlement Agreement; and (c) be complete and contain no deletions or modifications of any of the printed matter contained therein.

15. Any Settlement Class Member who files a Claim Form shall reasonably cooperate with the Claims Administrator and the claims referee, if applicable, including by promptly responding to any inquiry made by the Claims Administrator and the claims referee, if applicable. Any Settlement Class Member who does not timely submit a Claim Form within the time provided in the Settlement Agreement (except those Settlement Class Members who opt-out) are barred from receiving any benefits under the Settlement Agreement and shall be bound by the Settlement Agreement, the Final Judgment and Order, and the Releases therein, unless otherwise ordered by the Court.

16. Settlement Class Members will have no later than 60 days from the date the Class Notice is issued to decide whether exclude themselves from the Settlement. Any Class Member wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to Claims Administrator at the address provided in the Class Notice. A written opt-out notice must include an individual signature and state the name, address, and phone number of the person seeking exclusion. A written opt-out notice must also clearly manifest a person’s intent

to be excluded from the Settlement Class. To be effective, a written opt-out notice must be postmarked no later than 60 days from the date the Class Notice is issued, or any other date set by the Court. Settlement Class Members who exclude themselves from the Settlement shall not be eligible to receive any benefits (except for the new practice changes) of and/or be bound by the terms of the Settlement Agreement.

17. Any Settlement Class Member may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to object to the Settlement. No Settlement Class Member will be heard, and no papers submitted by any Settlement Class Member will be considered, unless, no later than 60 days from the date the Class Notice is issued, the Settlement Class Member files with the Court and mails to Class Counsel and Alacrity's counsel written objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses he or she intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

18. All opening briefs and documents in support of any application by Plaintiffs for the Class Counsel Payment or Service Awards to Class Representatives shall be filed and served by no later than 14 days prior to the deadline for Settlement Class Members to object or exclude themselves

from the Settlement Agreement. Plaintiffs shall file a Motion for Final Approval of the Class Action Settlement no later than 14 days prior to the Final Approval Hearing.

19. At or after the Final Approval Hearing, the Court shall determine whether any application for the Class Counsel Payment or Service Awards should be approved. The Court reserves the right to enter a Final Judgment and Order approving the settlement regardless of whether it has awarded the Class Counsel Payment or Service Awards.

20. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the settlement, shall be the responsibility of Alacrity and shall be paid as set forth in the Settlement Agreement.

21. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Alacrity of the truth of any of the allegations in the Lawsuit, or of any liability, fault, or wrongdoing of any kind.

22. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Settlement Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement. The Court may approve the settlement, with such modifications as may be agreed to by the Parties to the Settlement Agreement, if appropriate, without further notice to the Settlement Classes.

23. If the Settlement Agreement and the settlement set forth therein is not approved or consummated for any reason whatsoever, the Settlement Agreement and settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the parties to the Settlement Agreement *status quo ante*.

24. Until otherwise ordered by the Court, the Court shall continue to stay all proceedings in the Lawsuit other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement.

IT IS SO ORDERED.

Date: _____

Judge, Hamilton Superior Court 3

Presented by:

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Gary M. Klinger
227 W. Monroe Street
Ste. 2100
Chicago, IL 60606
Telephone: (866) 252-0878
Facsimile: (202) 686-2877
Email: dlietz@milberg.com

Counsel for Plaintiff and the Settlement Class

EXHIBIT F

STATE OF INDIANA)	IN THE HAMILTON SUPERIOR COURT 3
) SS:	
COUNTY OF HAMILTON)	CAUSE NO. 29D03-2204-PL-002383
)	
RICHARD BAILEY and ARROYO AARON,)	
Individually, and on behalf of all others similarly)	
situated,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
ALACRITY SOLUTIONS GROUP, LLC,)	
)	
Defendant.)	

[PROPOSED] FINAL JUDGMENT AND ORDER

Before the Court is Plaintiffs’ Unopposed Motion for Final Approval of Class Settlement Agreement (the “Motion”) requesting that the Court enter an Order granting final approval of the class action settlement involving Plaintiffs Richard Bailey, Arroyo Aaron, and Aldreamer Smith (collectively, “Plaintiffs” or “Class Representatives”) and Defendant Alacrity Solutions Group, LLC (“Defendant” or “Alacrity”) as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and Release (the “Settlement Agreement”) and Plaintiffs’ Motion, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the settlement upon the terms and conditions set forth in this Final Judgment and Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Indiana Rule of Trial Procedure 23(E) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class Members;

IT IS ON THIS _____ day of _____, 2023,

ORDERED that:

1. The settlement involves allegations in Plaintiffs' Amended Class Action Complaint that Alacrity failed to safeguard and protect the sensitive and personal data of Plaintiffs and the Settlement Classes.

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

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

4. On _____, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"), which, among other things: (a) approved the Class Notice to the Settlement Class, including approval of the form and manner of notice set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the Settlement Class and California Subclass; (c) appointed Plaintiffs as the Class Representatives and Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel; (d) preliminarily approved the settlement; (e) set deadlines for opt-outs and objections; (f) approved and appointed the Claims Administrator; and (g) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, Indiana Rules of Trial Procedure 23(A)(1)-(4) and (B)(3), the Court defined the Settlement Class and Settlement Subclass for settlement purposes only. The Court defined the Settlement Class and California Subclass as follows:

The Settlement Class: All persons whose personally identifiable information was potentially compromised as a result of the cyberattack that Defendant learned of on or about March 3, 2021 (the “Cyberattack”) and who were sent written notices of the Cyberattack from Defendant.

The California Subclass: All Members of the Settlement Class who were residing in California on March 3, 2021.

Excluded from the Settlement Class and Subclass (together, the “Settlement Classes”) are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Alacrity. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. For avoidance of doubt, California Subclass Members are also Settlement Class Members, and references herein to the Settlement Class therefore include the California Subclass.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and certifies the Settlement Class and California Subclass as defined herein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of under Indiana Rule of Trial Procedure 23(E).

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

- a. A process by which Settlement Class Members who submit valid and timely Settlement Class Claim Forms or Subclass Claim Forms to the Claims

Administrator will receive a coupon to enroll in two years of credit monitoring and identity theft protection services free of charge.

- b. A process by which Settlement Class Members who submit valid and timely Settlement Class Claim Forms or Subclass Claim Forms with supporting documentation to the Claims Administrator are eligible to receive compensation for unreimbursed losses up to a total of \$4,000 that will be evaluated by the Claims Administrator, and, if applicable, a claims referee.
- c. A process by which California Subclass Members who submit valid and timely Subclass Claim forms to the Claims Administrator are eligible to receive a \$100 cash award.
- d. Alacrity has implemented improvements, and planned for future implementations, to improve its cybersecurity since the Cyberattack to help mitigate the risk of similar data incidents. Alacrity shall provide Plaintiffs' counsel with a confidential declaration or affidavit suitable for filing under seal with the Court, attesting that agreed-upon security-related measures have been implemented on or before December 31, 2023. Costs associated with these business practice changes will be paid by Alacrity separate and apart from other settlement benefits.
- e. Alacrity to pay all costs of class notice and claims administration.
- f. Alacrity to pay Court-approved Service Awards the amount of \$1,500 to each Class Representative (including \$1,500 to Class Representative Aldreamer Smith as the plaintiff in a related action), and any benefits provided to

Settlement Class Members and the costs of notice and settlement administration and separate from any Class Counsel Payment.

- g. Alacrity to pay the Court-approved Class Counsel Payment in the amount of _____, in addition to any benefits provided to Settlement Class Members and the costs of notice and settlement administration and separate from any Service Awards to Class Representatives.

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

9. Notice of the Final Approval Hearing and the proposed Motion for Attorneys' Fees, Costs, Expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's orders.

10. The Court finds that such notice as therein ordered constituted the best practicable notice under the circumstances, apprised Settlement Class Members of the pendency of the action, gave them an opportunity to opt out or object, complied with the requirements of Indiana Rule of Trial Procedure 23, and satisfied due process under the United States Constitution, the Indiana Constitution, and other applicable law.

11. As of the final date of time for opting out of the settlement, _____ Settlement Class Members have submitted a valid request to be excluded from the settlement. The names of those persons are set forth in **Exhibit A** to this Order. Those persons are not bound by this Final Judgment and Order, as set forth in the Settlement Agreement.

12. 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.

13. Pursuant to the Settlement Agreement, Alacrity, the Claims Administrator, and the claims referee shall implement the Settlement in the manner and timeframe as set forth herein.

14. As of the Effective Date, Plaintiffs named in the Settlement Agreement and Release and every Settlement Class Member (except those who timely opt out), for themselves, their attorneys, spouses, beneficiaries, executors, representatives, heirs, successors, and assigns, in consideration of the relief set forth in the Settlement Agreement, fully and finally release Defendant, its parents, subsidiaries, shareholders, members, and affiliates, and all of their present and former officers, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, reinsurers, and legal representatives from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to: (a) the Cyberattack; and (b) all other claims arising out of the Cyberattack that were asserted, or that could have been asserted, in the Lawsuit. The claims released in this paragraph are referred to as the “Released Claims,” and the parties released are referred to as the “Released Parties.”

15. Plaintiffs and the Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, which provides:

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

Plaintiffs and the Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

16. Notwithstanding Paragraphs 14 and 15, *supra*, the Parties expressly agree and acknowledge that the Release negotiated in the Settlement Agreement shall not apply to any litigation or claim not related to or arising out of the Cyberattack.

17. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its Release).

18. Released Claims shall not include the claims of those persons identified in **Exhibit A** to this Order who have timely and validly requested exclusion from the Settlement Class.

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

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

21. In accordance with Indiana Rule of Trial Procedure 23, this Final Judgment and Order resolves all claims against all parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Order in this matter.

IT IS SO ORDERED.

Date: _____

Judge, Hamilton Superior Court 3

Presented by:

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