

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

JEREMY KRANT, TODD DEATON,  
THOMAS NASH, SHANA VACHHANI  
and KIMBERLY MILLER, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

Case No. 2:23-cv-02443

UNITEDLEX CORP.,

Defendant.

**PLAINTIFFS' UNOPPOSED MOTION FOR CERTIFICATION OF A SETTLEMENT  
CLASS AND FOR PRELIMINARY APPROVAL OF  
PROPOSED CLASS ACTION SETTLEMENT**

Plaintiffs, by and through their undersigned counsel, respectfully move the Court for an Order: (1) finding it will likely be able to approve the proposed Settlement in this matter as fair, reasonable, and adequate and certify the Settlement Class for purposes of entering judgment on the Settlement under Federal Rule of Civil Procedure 23(e); (2) appointing Norman E. Siegel and J. Austin Moore of Stueve Siegel Hanson LLP, Bryce Bell of Bell Law, LLC, Tyler W. Hudson of Wagstaff & Cartmell, LLP, Manuel S. Hiraldo of Hiraldo P.A., and Rachel Dapeer of Dapeer Law, P.A. as Interim Class Counsel pursuant to Rule 23(g)(3); (3) approving the proposed Notice plan and directing that Notice be issued to the Settlement Class; (4) appointing KCC as the Settlement Administrator; and (5) entering settlement related deadlines including a date for the Final Approval Hearing. In support of this Motion, Plaintiffs submit herewith the Settlement Agreement dated June 21, 2024, as Exhibit A; the Declaration of J. Austin Moore on behalf of Proposed Class Counsel as Exhibit B; the Declaration of Carla Peak on behalf of KCC Class Action Services, LLC as Exhibit C, and a Proposed Order for the Court's consideration.

Dated: June 24, 2024

Respectfully submitted,

/s/ J. Austin Moore

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**CERTIFICATE OF SERVICE**

I hereby certify that on June 24, 2024, a true and correct copy of the foregoing document was filed electronically through the Court's CM/ECF system, and therefore, will be transmitted to all counsel of record by operation of the Court's CM/ECF system.

By:     /s/ J. Austin Moore    

*Attorney for Plaintiffs*

# **Exhibit A**

## **Settlement Agreement and Exhibits**

**IN THE UNITED STATES DISTRICT COURT  
FOR DISTRICT OF KANSAS  
AT KANSAS CITY**

JEREMY KRANT, TODD DEATON,  
THOMAS NASH, SHANA VACHHANI  
and KIMBERLY MILLER, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

UNITEDLEX CORPORATION,

Defendant.

Case No. 2:23-cv-02443-DDC-TJJ

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Class Action Settlement Agreement, including its exhibits, (collectively the “Settlement Agreement” or “Agreement”) is entered by and between Adam Behrendt, Allison Glusky<sup>1</sup>, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 32) (together, the “Plaintiffs”), and (2) UnitedLex Corp. (“Defendant” or “ULX”) (collectively the “Parties”), in the above-captioned action, *Krant et al. v. UnitedLex Corp.*, Case No. 2:23-cv-02443-DDC-TJJ, pending in the U.S. District Court for the District of Kansas (the “Litigation”).

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<sup>1</sup> Plaintiffs Behrendt and Glusky brought separate actions against UnitedLex Corporation in the Circuit Court of Jackson County, Missouri and the Circuit Court of Broward County, Florida, respectively. Plaintiffs Behrendt and Glusky qualify as members of the Settlement Class in this Settlement and intend to serve as additional Class Representative of the Settlement Class. Plaintiffs Behrendt and Glusky, by and through counsel, participated in the Mediation and negotiation of this Settlement. Plaintiffs Behrendt and Glusky have agreed to be bound by the terms of this Settlement, which will fully and finally resolve and settle all claims related to this action.

## **I. THE LITIGATION**

1. The Litigation is a putative class action arising from a cyberattack whereby a third-party, criminal actor gained illegal access to files on ULX's server in March 2023 resulting in unauthorized access to personally identifiable information.

2. As described further below, this Litigation arises out of a series of lawsuits brought by multiple plaintiffs in different actions. Ultimately, Plaintiffs filed the class action lawsuit captioned *Krant et al. v. UnitedLex Corp.*, Case No. 2:23-cv-02443-DDC-TJJ, currently pending before the Honorable Daniel D. Crabtree in the U.S. District Court for the District of Kansas. In connection with and as part of this Settlement Agreement, the Parties are seeking approval of the Settlement by the United States District Court for the District of Kansas pursuant to Federal Rule of Civil Procedure 23(e).

3. The Parties participated in arm's-length settlement negotiations, including at the Mediation (defined below) on March 26, 2024, conducted by the Honorable Diane M. Welsh (Ret.), and agreed to fully and finally settle all claims in the Litigation as set forth in this Settlement Agreement.

## **II. DEFINITIONS**

In addition to the terms defined at various points within this Settlement Agreement, for the purposes of this Settlement Agreement, the following defined terms shall have the meanings set forth below:

1. "Action" means the Litigation and the previously dismissed lawsuits filed by Plaintiffs Behrendt and Glusky, respectively. Plaintiffs Behrendt and Glusky are Settlement Class Members in the Litigation. Plaintiffs Behrendt and Glusky, by and through counsel, participated in the Mediation and negotiation of this Settlement and have agreed to be bound by the terms of this Settlement.

2. “Approved Claim” means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator for payment.

3. “Attested Time” means verified time spent remedying issues related to the Data Breach, as provided in Paragraph 73.

4. “ULX’s Counsel” means Myriah Jaworski of Clark Hill PLC.

5. “Claim” means any claim submitted by a Settlement Class Member.

6. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Out-of-Pocket Losses, Attested Time, and/or to claim Credit Monitoring Services or an Additional Cash Payment under the terms of the Settlement, which is attached hereto as Exhibit 2.

7. “Claims Deadline” means the last day to submit a timely Claim Form(s). The Claim Deadline shall be set forth in the Preliminary Approval Order, Class Notice, and the Settlement Website, and shall be ninety (90) days from the Notice Deadline.

8. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

9. “Class Counsel” means Norman E. Siegel and J. Austin Moore of Stueve Siegel Hanson LLP, Bryce Bell of Bell Law, LLC, Tyler W. Hudson of Wagstaff & Cartmell, LLP, Manuel S. Hiraldo of Hiraldo P.A., and Rachel Dapeer of Dapeer Law, P.A.

10. “Settlement Class Representatives” means Adam Behrendt, Allison Glusky, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller.

11. “Court” means the Honorable Daniel D. Crabtree, United States District Judge, District of Kansas, or such other judge to whom the Action may hereafter be assigned.

12. “Credit Monitoring and Identity Restoration Services” means credit monitoring and identity restoration services provided by Kroll to Participating Settlement Class Members under the Settlement through July 11, 2027. These services include single bureau credit monitoring, fraud consultation, and identify theft restoration and will be paid for by ULX separate from its obligations to fund the Settlement Fund.

13. “Data Breach” means the data breach from a cyberattack whereby a third-party, criminal actor gained illegal access to files on ULX’s server in March 2023.

14. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

15. “Fee Application” means any motion for an award of attorneys’ fees and Litigation Costs and Expenses to be paid from the Settlement Fund, as set forth in Paragraph 110.

16. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses, to be paid from the Settlement Fund, awarded by the Court to Class Counsel.

17. “Final Approval” means the date that the Court enters an order granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of any Service Award to the Class Representatives.



18. “Final Approval Hearing” means the hearing to be conducted by the Court to consider and determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23, whether Class Counsel’s request for attorneys’ fees and expenses should be granted, and whether the Final Approval Order and Judgment granting final approval of this Settlement Agreement should be entered.

19. “Final Approval Order and Judgment” means the final order and judgment that the Court enters after the Final Approval Hearing, which grants final approval to the terms of the Settlement as fair, reasonable, and adequate, that does not affect the financial terms or Releases provided for herein, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23. All Parties will, in good faith, support and pursue preliminary and final class-wide approval of the material terms of this Agreement. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then the Final Approval Order includes all such orders.

20. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.

21. “Mediator” means the Honorable Diane M. Welsh (Ret.), a former United States Magistrate Judge, United States District Court for the Eastern District of Pennsylvania.

22. “Mediation” means the in-person, full-day mediation between the Parties held on March 26, 2024, before the Mediator.

23. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Approved Claims

for Out-of-Pocket Losses; and (vi) Approved Claims for reimbursement of Attested Time. The Net Settlement Fund will be allocated to Settlement Class Members that make valid and timely Claims.

24. “Non-Profit Residual Recipient” means Kansas Legal Services, or any other a non-profit organization approved by the Court following distribution of Settlement payments for Approved Claims.

25. “Notice” means the form of notice to be disseminated to Settlement Class Members, pursuant to the Preliminary Approval Order, informing them about the terms of this Settlement Agreement, their right to participate in this Settlement Agreement, to opt-out, or to object to same, and to appear at the Final Approval Hearing, and instructing Settlement Class Members how to submit a Claim. A copy of the proposed Class Notice is attached hereto as Exhibit 1.

26. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur twenty-one (21) days after entry of the Preliminary Approval Order.

27. “Notice and Administrative Expenses” means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

28. “Objection Deadline” means the last day ordered by the Court on which a Settlement Class Member may file an objection to the Settlement, Fee Application and/or Service

Awards to the Class Representatives, which the Parties shall request to be forty (40) days after the Notice Deadline.

29. “Opt-Out Deadline” means the last day ordered by the Court by which a Settlement Class Member must submit a valid, written notice of exclusion in order to opt-out of the Settlement Class, which the Parties shall request to be forty (40) days after the Notice Deadline.

30. “Out-of-Pocket Costs” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Breach, and that have not already been reimbursed by a third party. Out-of-Pocket Costs may include, without limitation, unreimbursed costs associated with fraud or identity theft including professional fees including accountants’ fees, and fees for credit repair services, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between March 2, 2023 and the Notice Deadline.

31. “Parties” means Plaintiffs and ULX.

32. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid, written Request for Exclusion prior to the Opt-Out Deadline.

33. “Preliminary Approval” means the date that the Court enters an order preliminarily approving the Settlement without material change.

34. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), without material change, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.

35. “*Pro Rata Cash Payment*” means the equal *pro rata* distribution from the Net Settlement Fund to all Settlement Class Members who file a valid claim. The amount of this benefit shall be based on the number of claims received and the amount of funds remaining in the Settlement Fund following the payment of any attorneys’ fees and expenses award, any Service Awards to Plaintiffs, the costs of Settlement Administration, the Notice, and claims for Out-of-Pocket Costs and Attested Time.

36. “Release” means the releases set forth in Section XIII.

37. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged in any way related to the Data Breach under federal, state, foreign, or other law or regulation.

38. “Released Parties” means Defendant and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, as well as the Class Representatives and Class Counsel. Each of the Released Parties may be referred to individually as a “Released Party.”

39. “Releasing Parties” means the Plaintiffs, Class Representatives, all Settlement Class Members, and each of their respective heirs, assigns, beneficiaries, and successors.

40. “Request for Exclusion” is the written communication by a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

41. “Residual” means the difference between the value of the Approved Claims and the Net Settlement Fund.

42. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation.

43. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

44. “Settlement Administrator” means a notice and administration provider agreed upon by the Parties and approved by the Court. Class Counsel and ULX may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

45. “Settlement Class” means the 7,588 individuals identified on the Settlement Class List, which includes all U.S. residents whose PII was compromised as a result of the Data Breach. Excluded from the Settlement Class is ULX, its representatives and any judicial officer presiding over this matter, members of their immediate family, and members of their judicial staff.

46. “Settlement Class List” means the list generated by ULX containing the full names, current or last known addresses, email addresses where known, for all persons who fall under the definition of the Settlement Class, which ULX shall provide to the Settlement Administrator within fourteen (14) days of the Preliminary Approval Order.

47. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class who does not validly and timely object to or request exclusion from the Settlement Class.

48. “Settlement Fund” means one million three hundred thousand dollars (\$1,300,000.00) to be paid by ULX as set forth in Section IV, including any interest accrued thereon after payment.

49. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to Participating Settlement Class Members.

50. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed. The Settlement Administrator will then transfer ownership of the URL to UXL.

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

respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon ULX with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

52. “ULX” means UnitedLex Corporation.

### **III. RECITALS**

53. On May 24, 2023, Adam Behrendt filed a putative class action against ULX in the Circuit Court of Jackson County, Missouri relating to a data breach disclosed by ULX on or about July 11, 2023, that included the personal information of current and former employees and contractors of ULX, as well as in some cases their beneficiaries and dependents (the “Data Breach”). The personal information alleged to have potentially been accessed included names, Social Security numbers, financial information used for payroll, and benefits information (“PII”). On June 20, 2023, ULX removed the action to the U.S. District Court for the Western District of Missouri. ULX thereafter successfully sought transfer to the U.S. District Court for the District of Kansas. On September 1, 2023, Mr. Behrendt voluntarily dismissed his action without prejudice.

54. On July 18, 2023, Allison Glusky filed a putative class action against ULX in the Circuit Court of Broward County, Florida. On August 10, 2023, ULX removed the action to the U.S. District Court for the Southern District of Florida. ULX thereafter successfully sought transfer to the U.S. District Court for the District of Kansas. On October 13, 2023, Ms. Glusky voluntarily dismissed her action without prejudice.

55. On September 29, 2023, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller filed a putative class action against ULX in the U.S. District Court for the District of Kansas relating to the Data Breach. On December 11, 2023, ULX filed an unopposed motion for a 30-day extension to file a responsive pleading so the Parties could explore

the possibility of early mediation. Thereafter, the Parties negotiated the terms of a mediation, which included ULX's commitment to producing documents and information necessary for Class Counsel to fully understand the underlying facts and scope of the putative class.

56. On January 11, 2024, the Parties submitted a joint motion to temporarily stay proceedings to participate in a mediation before the Hon. Diane Welsh (Ret.) on March 26, 2024.

57. The Court granted the motion on January 12, 2024. In advance of formal mediation, the Parties exchanged relevant discovery regarding the nature of the breach, number of class members impacted, and additional information relevant to the Data Breach. The Parties also exchanged detailed mediation briefs with their respective positions on the merits of the claims and class certification.

58. Following extensive arm's length settlement negotiations conducted through Judge Welsh that included an all-day mediation session on March 26, 2024, the Parties executed a binding term sheet setting forth the essential terms of settlement.

59. On April 10, 2024, the Parties filed a joint status report informing the Court that the Parties have reached an agreement on the material terms of settlement and setting forth proposed deadlines to submit settlement related filings.

60. This Settlement is not an admission by Defendant of any wrongdoing, fault, liability, or damage of any kind. Defendant vigorously disputes all claims in the Action and is entering into this Settlement to avoid burdensome and costly litigation. Defendants deny each and every one of Plaintiffs' allegations in all actions, has numerous defenses to Plaintiffs' claims, and disclaims any liability whatsoever, and Defendant further denies that this case (or any case based on allegations related to the Data Breach) satisfies the requirements to be tried as a class action under Federal Rule of Civil Procedure 23.



61. Without admitting any of the allegations made in the Action or any liability whatsoever, the Parties recognize that the outcome of the Action is uncertain, and that a final resolution through the litigation process would require several more years of protracted, adversarial litigation, trial and appeals, substantial risk and expense, the distraction and diversion of ULX's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims. UXL is willing to enter into this Settlement solely in order to eliminate the burdens, distractions, expense, and uncertainty of protracted litigation and in order to obtain the Releases and Final Judgment contemplated by this Settlement.

62. As a result of their independent investigation of the facts and legal claims, the Parties believe this Settlement Agreement is fair, reasonable, and adequate because it provides substantial and immediate economic consideration to the Settlement Class in exchange for the Settlement Class Members' release of their claims in accordance with this Settlement.

63. In exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions set forth herein.

64. The recitals above are true and correct and are hereby made a part of this Settlement Agreement.

#### **IV. SETTLEMENT FUND**

65. **Establishment of Settlement Fund.** Within twenty-one (21) days of the Preliminary Approval Order, ULX shall deposit the sum of \$1,300,000.00 into an account

established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator and the Parties.

66. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of ULX in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 102.

67. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

68. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance

returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 102.

69. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments approved by the Court; (iv) Fee Award and Costs; (v) Approved Claims for Out-of-Pocket Costs; (vi) Approved Claims for Attested Time; and (vii) Additional Cash Payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement and/or approved by the Court.

70. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

**V. SETTLEMENT BENEFITS**

71. **Reimbursement for Out-of-Pocket Costs.** All Settlement Class Members may submit a claim for up to \$15,000.00 for reimbursement of Out-of-Pocket Costs. To receive reimbursement for Out-of-Pocket Costs, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third-party documentation supporting the expense; and (ii) a brief description of the documentation describing the nature of the expense, if the nature of the loss is not apparent from the documentation alone. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

72. **Assessing Claims for Out-of-Pocket Costs.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Costs reflects valid Out-of-Pocket Costs actually incurred that are fairly traceable to the Data Breach, but may consult with Class Counsel in making individual determinations. In assessing what qualifies as “fairly traceable,” the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after March 2, 2023; and (ii) whether the Personal Information used to commit identity theft or fraud consisted of the type of Personal Information identified in ULX’s notices of the Data Breach. Costs expended for mitigation measures like credit monitoring services, fraud resolution services, and professional services incurred to address identity theft or fraud on or after March 2, 2023, shall be presumed “reasonably incurred.” The Settlement Administrator is authorized to contact any Settlement Class Member

(by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

73. **Reimbursement for Attested Time.** All Settlement Class Members may submit a claim for reimbursement of Attested Time up to twenty (20) hours at twenty-five dollars (\$25) per hour. Settlement Class Members can receive reimbursement for Attested Time with a brief description of the actions taken in response to the Data Breach and the time associated with each action. Claims for Attested Time are capped at \$500.00 per individual. A claim for Attested Time may be combined with reimbursement for Out-of-Pocket Costs but in no circumstance will a Settlement Class Member be eligible to receive more than the \$15,000.00 individual cap.

74. **Assessing Claims for Attested Time.** The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time but may consult with Class Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

75. **Additional Cash Payments.** All Settlement Class Members may elect to receive a cash payment that will be split pro rata among Participating Settlement Class Members if there is money available in the Net Settlement Fund. Claiming this benefit does not depend on whether the Participating Settlement Class Member submits a claim for Out-of-Pocket Costs or Attested Time, but in no circumstance will a Settlement Class Member be eligible to receive more than the \$15,000.00 individual cap.

76. **Disputes.** To the extent the Settlement Administrator determines a claim for Out-of-Pocket Costs or Attested Time is deficient in whole or part, within a reasonable time of making

such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel in making such determinations.

77. **Credit Monitoring and Identity Restoration Services.** ULX will separately pay for Credit Monitoring and Identity Restoration Services which will be offered to all Settlement Class Members who elect to enroll through July 11, 2027. The Settlement Administrator shall send an activation code to each Participating Settlement Class Member who is eligible for Credit Monitoring and Identity Restoration Services within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring and Identity Restoration Services via an enrollment website maintained by Kroll. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Credit Monitoring Services claimants may activate Credit Monitoring and Identity Restoration Services for a period of at least 60 days from the date the Settlement Administrator sends the activation code.

## **VI. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS**

78. **Payment Timing.** Payments for Approved Claims for reimbursement for Out-of-Pocket Costs, Attested Time, and/or Additional Cash Payments shall be issued in the form of a

check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

79. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

80. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

81. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing

the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

82. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

83. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

## **VI. CLAIMS, CAPS, AND DISTRIBUTION OF SETTLEMENT FUNDS**

84. **Submission of Electronic and Hard Copy Claims.** Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via a claims website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. To ensure current employees are incentivized to participate, ULX shall not be entitled to access information regarding which Settlement Class Members submitted a Claim Form or otherwise participated in the Settlement.



85. **Individual Caps.** Participating Settlement Class Members are subject to an individual aggregate cap of \$15,000.00 for payments made under the Settlement. Participating Settlement Class Members may submit claims for reimbursement of Attested Time, Out-of-Pocket Costs, and/or Additional Cash Payments but the Participating Settlement Class Member's combined claims will be subject to the individual aggregate cap of \$15,000.00.

86. **Order of Distribution of Funds.** The Settlement Administrator must first use the Net Settlement Fund to make payments for Approved Claims for Out-of-Pocket Costs, followed by Approved Claims for Attested Time. The Settlement Administrator shall then utilize the remaining funds in the Net Settlement Fund to make distributions for Additional Cash Payments.

87. **Pro-Rata Contingencies.** In the event that the aggregate amount of all payments for reimbursement of Out-of-Pocket Costs exceeds the total amount of the Net Settlement Fund, then the value of such payments shall be reduced on a pro rata basis, such that the aggregate value of all payments for Out-of-Pocket Costs does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims of Attested Time or Additional Cash Payments. In the event that (i) the aggregate amount of Approved Claims for Out-of-Pocket Costs does not exceed the Net Settlement Fund, and (ii) the aggregate amount of all Approved Claims for Attested Time is greater than the Net Settlement Fund, less the aggregate amount of Approved Claims for Out-of-Pocket Costs, then the value of each Participating Settlement Class Members' payment for Attested Time shall be reduced on a pro rata basis such that the aggregate value of all Approved Claims for Out-of-Pocket Costs and Attested Time do not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Additional Cash Payments. All pro rata determinations required by this Paragraph shall be performed by the Settlement Administrator.

**VII. CONTRACTUAL BUSINESS PRACTICE COMMITMENTS**

88. **Business Practice Commitments.** ULX hereby makes the following contractual business practice commitments following the Effective Date through July 11, 2027:

- a. **Continued Enhanced Cybersecurity Training and Awareness Program.** On-going training on cybersecurity issues, including compliance with requirements for handling and transmitting sensitive data such as secure authentication, identification and storage of sensitive data, and awareness of how to protect against unintentional data exposures.
- b. **Continued Enhanced Data Security Policies.** Ongoing implementation and training of employees on new policies, protocols, and controls related to the ownership, review, and distribution of employee personal information and other private data.
- c. **Continued Enhanced Security Measures.** Continued implementation of network and application upgrades consistent with industry standards.
- d. **Further Restricting Access to Personal Information.** Continued restrictions of the number of employees with access to personal information to only those personnel who have a need to access it for business purposes.
- e. **Enhanced Monitoring and Response Capability.** Ongoing enhanced monitoring to detect and send alerts regarding any suspicious activity and additional resources and technology for alert response.

89. **Costs.** All costs associated with implementing the contractual business practice commitments and remedial measures set forth above will be borne by ULX separate and apart from the Settlement Fund.

90. **Enforcement.** Within 30 days of their completion, ULX will provide to Class Counsel ULX's: (1) 2024 Service Organization Control Type 2 (SOC 2) Security Certification;

and (2) International Organization for Standardization (ISO) Audit, which Class Counsel will treat as confidential. The Court will retain jurisdiction to enforce contractual business practice commitments through July 11, 2027.

#### **VIII. SETTLEMENT CLASS NOTICE**

91. **Notice.** Within fourteen (14) days after the date of the Preliminary Approval Order, ULX shall provide the Settlement Class List to the Settlement Administrator. Within seven (7) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class. Notice shall be disseminated via U.S. mail to all Settlement Class members and also via e-mail to Settlement Class Members whose e-mail addresses are known. Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members at any time prior to the Claims Deadline.

#### **IX. OPT-OUTS AND OBJECTIONS**

92. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than forty (40) days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

93. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement

Administrator postmarked no later than forty (40) days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

**X. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

94. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail and e-mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement

- Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
  - g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
  - h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and ULX's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to ULX's Counsel;
  - i. Working with the provider of Credit Monitoring and Identity Restoration Services to receive and send activation codes within thirty (30) days of the Effective Date;
  - j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
  - k. Providing weekly or other periodic reports to Class Counsel and ULX's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or ULX's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

- l. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and,
- m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or ULX's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

95. **Limitation of Liability.** The Parties, Class Counsel, and ULX's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

96. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and ULX's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

**XI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

97. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

98. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion to permit issuance of class notice and for preliminary approval of the Settlement on or before June 24, 2024.

99. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after ULX notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

100. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **XII. MODIFICATION AND TERMINATION**

101. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

102. **Termination.** This Settlement may be terminated by either Plaintiffs or UXL by serving on counsel for the opposing Party and filing with the Court a written notice of termination within thirty (30) days (or such longer time as may be agreed in writing between Plaintiffs and UXL) after any of the following occurrences:

- a. Plaintiffs and UXL agree to termination;
- b. the Court rejects, materially modifies, materially amends or changes, or declines to finally approve the Settlement;
- c. an appellate court vacates or reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand within 360 days after such reversal;
- d. the Effective Date does not occur;
- f. the Class Representatives, Class Counsel, Defendants, or Defendants' counsel materially breach this Settlement Agreement; or any other ground for termination provided for elsewhere in this Settlement Agreement.



103. UXL also shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within fourteen (14) days after its receipt from the Settlement Administrator of any report indicating that the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds 1,500 Settlement Class Members. If UXL exercises this option, it shall notify Class Counsel of its intent to do so in writing.

104. **Effect of Termination.** In the event of a termination as provided in Paragraph 102, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

### **XIII. RELEASES**

105. **The Release.** Upon the Effective Date, and by operation of the judgment in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have fully, finally, and forever released, relinquished, acquitted, and discharged Defendant and each of the Released Parties from any and all Released Claims.

106. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall

be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representatives, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

107. **Release of Class Representatives and Class Counsel.** As of the Effective Date, ULX and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Class Representatives and Class Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to prosecution of the Action, the Settlement

Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

**VII. SERVICE AWARD PAYMENTS**

108. **Service Award Payments.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment for the Class Representatives in recognition for their contributions to this Action. ULX agrees not to oppose Class Counsel's request for a service award not to exceed \$2,500.00 per representative. The Settlement Administrator shall make the Service Award Payments to the Class Representatives from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than thirty (30) days after the Effective Date.

109. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of service awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

**VIII. ATTORNEYS' FEES, COSTS, EXPENSES**

110. **Attorneys' Fees and Costs and Expenses.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. ULX agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund and for reimbursement of reasonable litigation costs and expenses. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel

shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than fourteen (14) days after the Effective Date.

111. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. ULX shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

#### **XIV. NO ADMISSION OF LIABILITY**

112. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

113. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by ULX in the Action or in any proceeding in any court, administrative agency or other tribunal.

**XV. MISCELLANEOUS**

114. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

115. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

116. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

117. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

118. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

119. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

120. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Kansas, without regard to the principles thereof regarding choice of law.

121. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

122. **Confidentiality.** This Agreement and its terms shall remain completely confidential until all documents are executed, and the Motion for Preliminary Approval is filed with the Court. Pending the filing of that Motion, Class Counsel may disclose this Settlement Agreement and its terms to the Settlement Class Representatives and other retained clients who will also maintain the complete confidentiality of this Settlement Agreement and its terms. Defendant may, at its sole discretion, disclose the terms of the Settlement Agreement to its auditors and other parties as reasonably necessary.

123. **Notices.** All notices to Class Counsel provided for herein, shall be sent by email and/or overnight mail to:

J. Austin Moore  
**STUEVE SIEGEL HANSON LLP**  
460 Nichols Road, Suite 200  
Kansas City, Missouri 64112  
[moore@stuevesiegel.com](mailto:moore@stuevesiegel.com)

Bryce B. Bell  
**BELL LAW, LLC**  
2600 Grand Blvd., Suite 580  
Kansas City, Missouri 64108  
[Bryce@BellLawKC.com](mailto:Bryce@BellLawKC.com)

Tyler W. Hudson  
**WAGSTAFF & CARTMELL**  
4740 Grand Avenue, Suite 300  
Kansas City, MO 64112  
[thudson@wcllp.com](mailto:thudson@wcllp.com)

Manuel Santiago Hiraldo  
**HIRALDO P.A.**  
401 E. Las Olas Boulevard  
Suite 1400  
Ft. Lauderdale, Florida 33301  
[mhiraldo@hiral dolaw.com](mailto:mhiraldo@hiral dolaw.com)

Rachel Dapeer  
**DAPEER LAW, P.A.**  
20900 NE 30th Avenue, #417  
Aventura, FL 33180  
[Rachel@dapeer.com](mailto:Rachel@dapeer.com)

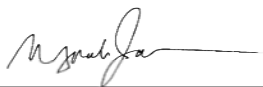
All notices to ULX provided for herein, shall be sent by email and/or overnight mail to:

Myriah V. Jaworski  
**CLARK HILL LLP**  
600 W. Broadway Suite 500  
San Diego, California 92101  
[mjaworski@clarkhill.com](mailto:mjaworski@clarkhill.com)

The notice recipients and addresses designated above may be changed by written notice.


124. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

By:   
Myriah V. Jaworski  
CLARK HILL LLP

Date: 6/21/2024

*Outside Counsel for Defendant ULX Corp.*

DocuSigned by:  
By:   
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Renee Meisel

Date: 6/21/2024

*General Counsel for Defendant ULX Corp.*

By: \_\_\_\_\_  
J. Austin Moore  
STUEVE SIEGEL HANSON LLP

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: \_\_\_\_\_

*Counsel for Plaintiffs and the Settlement Class*



By: \_\_\_\_\_  
Myriah V. Jaworski  
CLARK HILL LLP

Date: \_\_\_\_\_


*Counsel for Defendant ULX Corp.*

By:  \_\_\_\_\_  
J. Austin Moore  
STUEVE SEGEL HANSON LLP

Date: 6/20/2024

By: \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: 6/20/2024

By: Manuel S. Hiraldo  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: 6/21/2024

By: \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: \_\_\_\_\_

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Myriah V. Jaworski  
CLARK HILL LLP

Date: \_\_\_\_\_

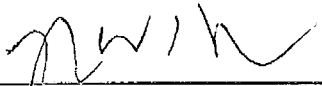
*Counsel for Defendant ULX Corp.*

By:  \_\_\_\_\_  
J. Austin Moore  
STUEVE SEGEL HANSON LLP

Date: 6/20/2024

By: \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC


Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: 6/20/2024

By: \_\_\_\_\_  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: 6/21/24

*Counsel for Plaintiffs and the Settlement Class*

By: \_\_\_\_\_  
Myriah V. Jaworski  
CLARK HILL LLP

Date: \_\_\_\_\_

*Counsel for Defendant ULX Corp.*

By:  \_\_\_\_\_  
J. Austin Moore  
STUEVE SIEGEL HANSON LLP

Date: 6/20/2024

By:  \_\_\_\_\_  
Bryce B. Bell  
BELL LAW, LLC

Date: 6/21/2024

By: \_\_\_\_\_  
Tyler W. Hudson  
WAGSTAFF & CARTMELL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Manuel Santiago Hiraldo  
HIRALDO P.A.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachel Dapeer  
DAPEER LAW P.A.

Date: \_\_\_\_\_

*Counsel for Plaintiffs and the Settlement Class*

# **Exhibit 1**

## **UnitedLex data breach settlement: you may be entitled to benefits including cash reimbursement and free credit monitoring.**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

- A class action settlement has been reached in a lawsuit against UnitedLex Corp. (“ULX”), arising out of a March 2024 data breach that may have resulted in the exposure of your personal information. The easiest way to submit a claim is at [www.ULXSettlement.com](http://www.ULXSettlement.com).
- Under the terms of the settlement, ULX has agreed to establish a fund of \$1,300,000.00 that will be used to pay for the following forms of relief:
  - **Reimbursement for Out-of-Pocket Expenses:** The settlement fund will be used to reimburse settlement class members for out-of-pocket expenses or losses fairly traceable to the Data Breach, up to \$15,000.00 per individual (“Out-of-Pocket Expenses”).
  - **Reimbursement for Lost Time:** The settlement fund will be used to reimburse settlement class members who spent addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25) per hour, totaling \$500.00 per individual (“Lost Time”).
  - **Additional Cash Payments:** If there is money remaining after reimbursing settlement class members for Out-of-Pocket Expenses, Lost Time, and other settlement related obligations, the remaining funds will be split pro rata among participating settlement class members.
  - **Free Credit and Identity Restoration Services:** ULX will separately pay for Credit Monitoring and Identity Restoration Services which will be offered to all Settlement Class Members who elect to enroll through July 11, 2027.
  - **Business Practice Commitments:** ULX has agreed to implement and maintain certain business practice commitments relating to its information security program from the Effective date of Settlement through July 11, 2027, including providing proof of relevant security certifications (“Business Practice Commitments”).

**Your legal rights are affected whether or not you act. Please read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM TO OBTAIN CASH BENEFITS</b>	<ul style="list-style-type: none"> <li>• You must submit a claim form by mail or online in order to receive reimbursement for Out-of-Pocket Expenses, Lost Time, and/or Additional Cash Payments</li> </ul>	<b>MONTH DD, 2024</b>
<b>OBTAIN CREDIT MONITORING AND IDENTITY RESTORATION</b>	<ul style="list-style-type: none"> <li>• You must submit a claim form by mail or online to enroll in credit monitoring and identity restoration services through July 11, 2027.</li> </ul>	<b>MONTH DD, 2024</b>

<b>EXCLUDE YOURSELF</b>	<ul style="list-style-type: none"> <li>• Get no Settlement benefits.</li> <li>• Keep your right to sue or continue to sue ULX for the claims released by the Settlement.</li> <li>• You cannot request to exclude yourself and still object.</li> </ul>	<b>MONTH DD, 2024</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• Tell the Court why you do not like the Settlement.</li> <li>• You will still be bound by the Settlement if the Court approves it.</li> <li>• You may still file a Claim Form for benefits under the Settlement.</li> </ul>	<b>MONTH DD, 2024</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• Get no Settlement benefits. Be bound by the Settlement.</li> </ul>	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

**BASIC INFORMATION..... PAGE X**

1. Why is this Notice being provided?
2. What is this lawsuit about?
3. Why is the lawsuit a class action?
4. Why is there a Settlement?

**WHO IS INCLUDED IN THE SETTLEMENT ..... PAGE X**

5. How do I know if I am part of the Settlement?
6. Are there exceptions to being included in the Settlement?
7. What if I am still not sure whether I am part of the Settlement?

**THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY ..... PAGE X**

8. What does the Settlement provide?
9. Is there additional information available regarding the reimbursement of out-of-pocket expenses and compensation for time spent dealing with the data breach?
10. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

**HOW TO GET BENEFITS FROM THE SETTLEMENT..... PAGE X**

11. How do I make a claim for Settlement benefits?
12. What happens if my contact information changes after I submit a claim?
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**THE LAWYERS REPRESENTING YOU..... PAGE X**

14. Do I have lawyers in this case?

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**EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE X**

- 16. How do I exclude myself from the Settlement?
- 17. If I exclude myself, can I get anything from this Settlement?
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**OBJECTING TO THE SETTLEMENT ..... PAGE X**

- 19. How do I tell the Court that I do not like the Settlement?
- 20. What is the difference between objecting and asking to be excluded?

**THE FINAL APPROVAL HEARING ..... PAGE X**

- 21. When and where will the Court decide whether to approve the Settlement?
- 22. Do I have to attend the Final Approval Hearing?
- 23. May I speak at the Final Approval Hearing?

**IF YOU DO NOTHING ..... PAGE X**

- 24. What happens if I do nothing at all?

**GETTING MORE INFORMATION ..... PAGE X**

- 25. How do I get more information?

**BASIC INFORMATION**

**1. Why is this Notice being provided?**

You received this notice because your personal information may have been compromised in a data breach initially disclosed by ULX in or about July 2023. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. This notice also explains the ways you may participate in, or exclude yourself from, the Settlement.

**2. What is this lawsuit about?**

On March 2, 2024, cybercriminals obtained unauthorized access to ULX’s servers and exfiltrated the personal information of current and former employees and contractors of ULX, as well as in some cases their beneficiaries and dependents (the “Data Breach”). The personal information potentially accessed included names, Social Security numbers, financial information used for payroll, and benefits information (“PII”).

ULX denies that it did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing. Instead, Plaintiffs and ULX have agreed to a settlement to avoid the risk, cost, and time of further litigation.

**3. Why is the lawsuit a class action?**

In a class action, one or more people called class representatives sue on behalf of all people who have similar claims. Together all these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves from the Settlement Class.

#### 4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or ULX. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class.

### WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you received this notice or you were one of the approximately 7,588 individuals who were mailed or e-mailed a notification that your personal information may have been impacted in the Data Breach occurring in or around March 2024.

#### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class is ULX, its representatives and any judicial officer presiding over this matter, members of their immediate family, and members of their judicial staff.

#### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.ULXSettlement.com](http://www.ULXSettlement.com) or call the Settlement Administrator’s toll-free number at 1-XXX-XXX-XXX.

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

#### 8. What does the Settlement provide?

Under the Settlement, ULX will pay \$1,300,000.00 into a Settlement Fund that will be used to provide the following benefits:

- **Reimbursement for Out-of-Pocket Expenses:** The settlement fund will be used to reimburse settlement class members for out-of-pocket expenses or losses fairly traceable to the Data Breach, up to \$15,000.00 per individual. This may include, but is not limited to:
  - Out-of-pocket costs, expenses, losses, or other charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Personal Information;



- Out-of-pocket costs incurred after the Data Breach was disclosed associated with changing accounts or engaging in other mitigative conduct, such costs may include notary, fax, postage, copying, mileage, and long-distance telephone charges;
- Out-of-pocket professional fees incurred to address the Data Breach; and
- Out-of-pocket purchases of credit monitoring or other mitigative services after the Data Breach was disclosed, through the date of the Settlement Class Member's Claim submission.
- **Reimbursement for Lost Time:** The settlement fund will be used to reimburse settlement class members who spent addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25) per hour, totaling \$500.00 per individual.
- **Additional Cash Payments:** If there is money remaining after reimbursing settlement class members for Out-of-Pocket Expenses, Lost Time, and other settlement related obligations, the remaining funds will be split pro rata among participating settlement class members. Please note that additional cash payments are not guaranteed and the amount of these payments will depend on the number of individuals who submit valid claims.
- **Free Credit Monitoring and Identity Restoration Services:** ULX will separately pay for Credit Monitoring and Identity Restoration Services through Kroll which will be offered to all Settlement Class Members who elect to enroll through July 11, 2027. The credit and identity theft monitoring will have the following features:
  - **Single Bureau Credit Monitoring** - You will receive alerts when there are changes to your credit data—for instance, when a new line of credit is applied for in your name. If you do not recognize the activity, you'll have the option to call a Kroll fraud specialist, who will be able to help you determine if it is an indicator of identity theft.
  - **Fraud Consultation** - You have unlimited access to consultation with a Kroll fraud specialist. Support includes showing you the most effective ways to protect your identity, explaining your rights and protections under the law, assistance with fraud alerts, and interpreting how personal information is accessed and used, including investigating suspicious activity that could be tied to an identity theft event.
  - **Identity Theft Restoration** - If you become a victim of identity theft, an experienced Kroll licensed investigator will work on your behalf to resolve related issues. You will have access to a dedicated investigator who understands your issues and can do most of the work for you. Your investigator will be able to dig deep to uncover the scope of the identity theft, and then work to resolve it.
- **Business Practice Commitments:** ULX has agreed to implement and maintain certain business practice commitments relating to its information security program from the Effective date of Settlement through July 11, 2027, including providing proof of relevant security certifications.

**9. Is there additional information available regarding the reimbursement of out-of-pocket expenses and compensation for time spent dealing with the Data Breach?**

Yes. Settlement Class Members seeking reimbursement must complete and submit a Claim Form to the Settlement Administrator by **Month Day, 2024**. Claim Forms can be submitted online at [www.ULXSettlement.com](http://www.ULXSettlement.com) or by mail. If by mail, the Claim Form must be postmarked by **Month Day, 2024**.

**10. What am I giving up to receive Settlement benefits or stay in the Settlement Class?**

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against ULX and the Released Parties for the Released Claims.

Section XIII of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. More information regarding the Released Parties and the Released Claims can be found in the Settlement Agreement available at [www.ULXSettlement.com](http://www.ULXSettlement.com).

## HOW TO GET BENEFITS FROM THE SETTLEMENT

**11. How do I make a claim for Settlement benefits?**

To submit a claim for settlement benefits including reimbursement for Out-of-Pocket Expenses, Lost Time, Additional Cash Payments, and 3-Bureau Credit Monitoring Services, you will need to submit a claim form. There are two options for submitting claims:

- (1) **Submit Online:** You may fill out and submit the claim form online at [www.ULXSettlement.com](http://www.ULXSettlement.com). This is the easiest way to file a claim.
- (2) **Submit by Mail:** You can download a copy of the claim form at **[LINK]** and mail it to the address below. Alternatively, you can ask the Settlement Administrator to mail a claim form to you by calling 1-XXX-XXX-XXX. Fill out your claim form, and mail it (including postage) to:

ULX Settlement Administrator  
PO Box XXXX

Claims Forms must be submitted online or postmarked by **[DATE]**; otherwise you will not be entitled to any of the Settlement benefits, but you will be bound by the Settlement and the Court's judgment.

**12. What happens if my contact information changes after I submit a claim?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXX or by writing to:

ULX Settlement Administrator  
PO Box xxxx

### 13. When will I receive my Settlement benefits?

If you make a valid claim, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.ULXSettlement.com](http://www.ULXSettlement.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 14. Do I have a lawyer in this case?

Yes, the Court has appointed J. Austin Moore of Stueve Siegel Hanson LLP, Bryce B. Bell of Bell Law, LLC, Tyler W. Hudson of Wagstaff & Cartmell, Manuel Santiago Hiraldo of Hiraldo P.A., and Rachel Dapeer of Dapeer Law, P.A. to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit.

### 15. How will Class Counsel be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to one-third (33.33%) of the Settlement Fund, and reimbursement for costs and expenses up to \$[XXXX] to be paid from the Settlement Fund. You will not have to separately pay any portion of these fees yourself.

The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by [DATE] and will be available to view on the settlement website at [www.ULXSettlement.com](http://www.ULXSettlement.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue ULX or the Released Parties on your own based on the claims raised in this Lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

### 16. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

- (1) The case name (*Krant et al. v. UnitedLex Corp.*, Case No. 2:23-cv-02443-DDC-TJJ (D. Kan.) or similar identifying words such as “UnitedLex Data Breach Lawsuit”;
- (2) Your name, address, and telephone number;
- (3) A clear statement you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the proposed Settlement Class in *Krant v. UnitedLex*, Case No. Case No. 2:23-cv-02443-DDC-TJJ) in the United States District Court for the District of Kansas; and
- (4) Your signature

The exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **Month Day, 2024**:

ULX Settlement Administrator  
PO Box xxxx

You cannot exclude yourself by telephone or by email.

**17. If I exclude myself, can I still get anything from the Settlement?**

No. If you exclude yourself, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue ULX and the Released Parties for the Released Claims in this Settlement. You must exclude yourself from this Lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECT TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or requested attorneys’ fees and expenses. You can also give reasons why you think the Court should not approve the Settlement or attorneys’ fees and expenses. To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **Month Day, 2024**, stating you object to the Settlement in *Krant v. UnitedLex*, Case No. Case No. 2:23-cv-02443-DDC-TJJ (D. Kan.). The objection must also include the following additional information:

- (1) The case name (*Krant et al. v. UnitedLex Corp.*, Case No. 2:23-cv-02443-DDC-TJJ (D. Kan.) or similar identifying words such as “UnitedLex Data Breach Lawsuit”;
- (2) Your full name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;

- (4) A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
- (5) The name and address of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and
- (7) You or your attorney's signature.

To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator no later than XXXX at the following address:

ULX Settlement Administrator  
PO Box xxxx

Any Settlement Class member who fails to comply with the requirements for objecting in Paragraph 93 of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit.

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

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). You will still be bound by the Settlement if you object. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement, and you will not be bound by the Settlement and will not receive any Settlement benefits.

### THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month Day, 2024, at X:XX a.m.** before the Honorable Daniel D. Crabtree, U.S. District Court for the District of Kansas, 500 State Avenue, Kansas City, KS 66101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at [www.ULXSettlement.com](http://www.ULXSettlement.com).

#### 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or mail your written objection on time the Court will consider it.

### 23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you. If you choose to make an appearance, you must follow all of the procedures for objecting to the Settlement listed in Section XX above and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

### 24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up the rights explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Breach.

## GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.ULXSettlement.com](http://www.ULXSettlement.com), by calling 1-XXX-XXX-XXXX or by writing to:

ULX Settlement Administrator  
PO Box xxxx

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE  
REGARDING THIS NOTICE.**

# **Exhibit 2**

**Must be postmarked  
or submitted online  
NO LATER THAN  
Month Day, 2024**

UNITEDLEX SETTLEMENT  
PO BOX XXXX

## UnitedLex Settlement Claim Form

### SETTLEMENT BENEFITS – WHAT YOU MAY GET

A class action settlement has been reached in a lawsuit against UnitedLex, Corp. arising out of a March 2023 data breach that may have resulted in the exposure of your personal information. The easiest way to submit a claim is at [www.ULXSettlement.com](http://www.ULXSettlement.com).

**The easiest way to submit a claim is online at [www.ULXSettlement.com](http://www.ULXSettlement.com)**, or you can complete and mail this Claim Form to the mailing address above. To receive any of the below benefits, you must submit the Claim Form below by mail or file a claim online by Month Day, 2024.

**You may submit a claim for one or more of these benefits:**

1. **Reimbursement for Out-of-Pocket Expenses.** If you have documentation showing that you spent money, incurred losses, or lost time as a result of the ULX data breach, you can submit a claim for reimbursement up to \$15,000.
2. **Reimbursement for Lost Time.** If you lost time as a result of the ULX data breach, you can submit a claim for up to 20 hours of time at \$25 per hour (maximum of \$500).
3. **Additional Cash Payment:** You can elect to submit a claim for an additional cash payment. Please note that additional cash payments are not guaranteed and the amount of these payments will depend on the number of individuals who submit valid claims.
4. **Free Credit Monitoring Services and Identity Restoration Services:** You can submit a claim to enroll in free Credit Monitoring and Identity Restoration Services which will be offered through July 11, 2027.

\* \* \*

**Claims must be submitted online or mailed by Month Day, 2024. Use the address at the top of this form for mailed claims.**

*Please note: the Settlement Administrator may contact you to request additional documents to process your claim.*

For more information and complete instructions visit  
**[www.ULXSettlement.com](http://www.ULXSettlement.com)**

**Settlement benefits will be distributed only after the Settlement is approved by the Court.**



## Your Information

*We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [xx@ULXSettlement.com](mailto:xx@ULXSettlement.com).*

<b>1. NAME:</b>	First	Middle Initial	Last
<b>2. MAILING ADDRESS:</b>	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
<b>3. PHONE NUMBER:</b>			
<b>4. EMAIL ADDRESS:</b>			
<b>5. UNIQUE ID provided on notice (if known):</b>			

## Cash Payment: Money You Lost or Spent

If you lost or spent money trying to prevent or recover from fraud or identity theft caused by the Data Breach and have not been reimbursed for that money, you can receive reimbursement for up to \$15,000.

It is important for you to send documents that show what happened and how much you lost or spent, so that you can be repaid. The documents must show that your claimed losses are fairly traceable the Data Breach. Please note that claimed losses incurred *before* the Data Breach (i.e., before March 2, 2023) could not have been incurred as a result of the Data Breach and therefore are not recoverable.

Loss Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the ULX Data Breach)

<input type="checkbox"/> Costs or expenses incurred in connection with taking measures to mitigate identity theft or fraud <i>Examples: Receipts for costs incurred associated with</i>	\$  Date:	<hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Credit monitoring and identity theft protection purchased on or after March 2, 2023, through the date of your Claim submission <i>Examples: Receipts or statements for credit monitoring or other mitigative services</i>	\$  Date:	<hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after March 2, 2023 <i>Examples: Account statement with unauthorized charges highlighted; police reports; IRS documents; FTC Identity Theft Reports; letters refusing to refund fraudulent charges</i>	\$  Date:	<hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Professional fees paid to address identity theft on or after March 2, 2023 <i>Examples: Receipts, bills, and invoices from accountants, lawyers, or others</i>	\$  Date:	<hr/> <hr/> <hr/> <hr/> <hr/>
<input type="checkbox"/> Other expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges related to the Data Breach <i>Examples: Phone bills, receipts, detailed list of places you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$  Date:	<hr/> <hr/> <hr/> <hr/> <hr/>

### Cash Payment: Lost Time

Did you spend time remedying issues related to the Data Breach? You may make a claim for up to 20 hours of undocumented time at \$25 per hour (maximum of \$500).

Yes  (Please sign attestation below) No  (skip to Question No. 4)

I spent (up to 20) \_\_\_\_\_ hours dealing with the repercussions of the Data Breach to be reimbursed at a rate of \$25 per hour. Please briefly describe the actions you took in response to the Data Breach.

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### Additional Cash Payment

Do you wish to claim an additional cash payment? Please note that additional cash payments are not guaranteed and the amounts of these payments will depend on the number of individuals who submit valid claims.

Yes  No

*By checking this box, I acknowledge that the amount and availability of this benefit is dependent on the number of individuals who submit valid claims and may be significantly reduced or withheld.*

### Free Credit Monitoring

Would you like to claim free Credit Monitoring and Identity Restoration Services through Kroll which will be offered through July 11, 2027?

Yes  No

Please provide the email address where you would like to receive the activation code (if different from above) \_\_\_\_\_

## How You Would Like to Receive Your Cash Payment

If you made a claim for a cash payment on this Claim Form, you can elect to receive your payment either by check or by electronic payment (e.g. PayPal or similar service). If you choose an electronic payment, instructions for receiving your cash payment will be sent to the email address you provided on this Claim Form. Checks must be cashed within     \*\*     days.

Which do you prefer?

- Electronic payment  
 Check

## Signature

I affirm under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge and that any documents that I have submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

<b>Signature:</b>	<b>Date:</b>
<b>Print Name:</b>	

REMINDER: You can submit your claim online at [www.ULXSettlement.com](http://www.ULXSettlement.com). If you choose to submit your claim by mail, this form must be completed, signed, and sent to the Settlement Administrator, postmarked no later than **Month Day, 2024**, and addressed to: [ADDRESS]

**Exhibit B**  
**Declaration of J. Austin Moore**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

JEREMY KRANT, TODD DEATON,  
THOMAS NASH, SHANA VACHHANI  
and KIMBERLY MILLER, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

Case No. 2:23-cv-02443

UNITEDLEX CORP.,

Defendant.

**DECLARATION OF J. AUSTIN MOORE IN SUPPORT OF PLAINTIFFS' UNOPPOSED  
MOTION FOR CERTIFICATION OF A SETTLEMENT CLASS AND FOR  
PRELIMINARY APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT**

1. I am a partner at Stueve Siegel Hanson LLP and serve as counsel to Plaintiffs in this action. I have personal knowledge of the matters addressed in this Declaration, including the negotiations that culminated with the filing of the Settlement Agreement now before the Court.<sup>1</sup>

2. On May 24, 2023, Adam Behrendt filed a putative class action against ULX in the Circuit Court of Jackson County, Missouri relating to a data breach disclosed by ULX on or about July 11, 2023, that included the personal information of current and former employees and contractors of ULX, as well as in some cases their beneficiaries and dependents. On June 20, 2023, ULX removed the action to the U.S. District Court for the Western District of Missouri. ULX thereafter successfully sought transfer to the U.S. District Court for the District of Kansas.

3. On September 1, 2023, Mr. Behrendt voluntarily dismissed his action without prejudice. On July 18, 2023, Allison Glusky filed a putative class action against ULX in the Circuit

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<sup>1</sup> All capitalized terms are defined as in the parties' Settlement Agreement dated June 21, 2024 ("Settlement" or "Agreement") submitted with the Motion as Exhibit A.

Court of Broward County, Florida. On August 10, 2023, ULX removed the action to the U.S. District Court for the Southern District of Florida. ULX thereafter successfully sought transfer to the U.S. District Court for the District of Kansas. On October 13, 2023, Ms. Glusky voluntarily dismissed her action without prejudice.

4. On September 29, 2023, Jeremy Krant, Todd Deaton, Thomas Nash, Shana Vachhani, and Kimberly Miller filed a putative class action against ULX in the U.S. District Court for the District of Kansas relating to the Data Breach. *See* Doc. 1. On December 11, 2023, ULX filed an unopposed motion for a 30-day extension to file a responsive pleading so the Parties could explore the possibility of early mediation. *See* Doc. 9. Thereafter, the Parties negotiated the terms of a mediation, which included ULX's commitment to producing documents and information necessary for Class Counsel to fully understand the underlying facts and scope of the putative class.

5. On January 11, 2024, the Parties submitted a joint motion to temporarily stay proceedings to participate in a mediation before the Hon. Diane Welsh (Ret.) on March 26, 2024. *See* Doc. 11. The Court granted the motion on January 12, 2024. *See* Doc. 12. In advance of formal mediation, the Parties exchanged relevant discovery regarding the nature of the breach, number of class members impacted, and additional information relevant to the Data Breach. The Parties also exchanged detailed mediation briefs with their respective positions on the merits of the claims and class certification.

6. Following extensive arm's length settlement negotiations conducted through Judge Welsh that included an all-day mediation session on March 26, 2024, the Parties executed a binding term sheet setting forth the essential terms of settlement. On April 10, 2024, the Parties filed a joint status report informing the Court that the Parties have reached an agreement on the material terms

of settlement. *See* Doc. 13. The parties thereafter negotiated the Settlement Agreement that is now being presented for the Court's consideration.

7. The Settlement will provide benefits to the 7,588 individuals identified on the Settlement Class List, which includes all U.S. residents whose PII was compromised as a result of the Data Breach. Excluded from the Settlement Class is ULX, its representatives and any judicial officer presiding over this matter, members of their immediate family, and members of their judicial staff. *See* Agreement, ¶ 45. Under the terms of the Settlement, ULX will fund a non-reversionary cash settlement fund in the amount of \$1,300,000 that will be used to pay for the multiple settlement benefits. *See id.*, ¶¶ 45, 65-66.

8. The first component of the Settlement is reimbursement of out-of-pocket expenses and unreimbursed charges fairly traceable to the Data Breach up to \$15,000 per individual ("Out-of-Pocket Expenses"). *See* Agreement, ¶ 71. Based on our collective experience overseeing scores of data breach settlements, Proposed Class Counsel believe that the \$15,000 individual cap will be sufficient to cover all potential losses or expenses incurred as a result of the Data Breach. When a victim incurs out-of-pocket expenses relating to a data breach, the expenses are typically associated with seeking advice about how to address the incident (*e.g.*, paying for professional services), paying incidental costs associated with identity theft or fraud (*e.g.*, overdraft fees or costs for sending documents by certified mail), or taking mitigative measures like paying for credit monitoring or credit freezes. As such, the out-of-pocket expenses associated with a data breach are generally relatively modest, and rarely exceed several hundred dollars. When victims spend more than this amount, it is typically due to professional services such as those provided by an accountant, attorney, or credit repair specialist. Thus, the high individual cap will ensure that even individuals who suffered outlier losses will be eligible to participate in the Settlement.



9. The “fairly traceable” standard is designed to allow class members to be compensated for a broad range of harm likely to flow from the Data Breach. The documentation necessary to establish Out-of-Pocket Expenses is not overly burdensome and can consist of documents such as receipts from third parties, highlighted account statements, phone bills, gas receipts, and postage receipts, among other relevant documentation. *See* Agreement, ¶ 71. If the claim is rejected for any reason, there is also a consumer-friendly process whereby claimants will have the opportunity to cure any deficiencies in their submission if the Settlement Administrator determines a claim for Out-of-Pocket Expenses is deficient in whole or part. Agreement, ¶ 76.

10. The settlement fund will also be used to reimburse settlement class members who spent time addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25) per hour, totaling \$500.00 per individual (“Lost Time”). Settlement Class Members can receive reimbursement for Lost Time by including on the claim form a brief description of the actions taken in response to the Data Breach and the time associated with each action. *See* Agreement, ¶ 73. This is an important benefit as Settlement Class Members can receive payment for having to take time out of their busy lives to address issues stemming from the Data Breach. Likewise, this claims procedure is subject to the consumer-friendly process, providing claimants with the opportunity to correct any deficiencies in their submission. *See* Agreement, ¶ 76.

11. To ensure that all money in the Settlement Fund will directly benefit Settlement Class Members, any money remaining after payments are issued for Out-of-Pocket Expenses, Lost Time, Notice and Administration Expenses and Attorneys’ Fees and Service Awards will be distributed *pro rata* among participating settlement class members. Settlement Class Members are informed in the Notice and on the Claim Form that additional cash payments are not guaranteed

and the amount of these payments, if any, will depend on the number of individuals who submit valid claims. Agreement, ¶ 75.

12. Separate and apart from the Settlement Fund, ULX will pay for Credit Monitoring and Identity Restoration Services which will be offered to all Settlement Class Members who elect to enroll through July 11, 2027. Agreement, ¶ 77. Credit monitoring is a service that monitors an individual's credit reports and alerts the individual when any change is made that could signal fraudulent activity. Credit changes can include new credit card or loan applications, new credit inquiries, existing account changes, and new public records or address changes, among others. Credit monitoring gives the individual the opportunity to confirm the accuracy of a credit change in real time and, if necessary, address the issue before fraud occurs or expands. The Credit Monitoring and Identity Restoration Services will be offered through Kroll and include single-bureau credit monitoring, unlimited access to consultation with fraud resolution specialists, and access to identity theft resolution services whereby individuals can access a licensed investigator to assist with addressing identity theft issues. The Credit Monitoring and Identity Restoration Services are available to all class members regardless of whether they submit a claim for Out-of-Pocket Losses or Lost Time. *See id.*

13. In addition to the monetary compensation provided to class members by the Settlement, ULX has agreed to implement and maintain certain business practice commitments relating to its information security program from the effective date of Settlement through July 11, 2027, including providing proof of relevant security certifications, which are subject to Court enforcement. Agreement, ¶¶ 88-90. These commitments will be paid for by ULX separate and apart from the Settlement Fund and include continuing an enhanced cybersecurity training and awareness program, enhanced data security policies, enhanced security measures, such as

implementation of network and application upgrades consistent with industry standards, further restricting personnel with access to sensitive information, and enhanced monitoring and response capability. *See id.*

14. Following a competitive bidding process, the parties selected KCC to serve as the Settlement Administrator and Notice Provider tasked with providing notice and processing claims. Under the terms of the Settlement ULX will provide the Settlement Class List to the Settlement Administrator within 14 days of the Preliminary Approval order. Thereafter, the Settlement Administrator will disseminate Notice to the members of the Settlement Class via U.S. mail to all Settlement Class members and also via e-mail to Settlement Class Members whose e-mail addresses are known. Proposed Class Counsel may direct the Settlement Administrator to send reminder e-mail notices to Settlement Class Members at any time prior to the Claims Deadline. The approximate cost of notice and administration is \$61,000, which will be paid from the Settlement Fund. KCC Decl., ¶ 26.

15. KCC will also establish a Settlement Website in the form agreed to by the parties and the Court. KCC Decl., ¶ 19. In addition to the notices, the website will include information about the Settlement, related case documents, and the Settlement Agreement. Class members can submit claims electronically on the Settlement Website or by mail. Agreement, ¶ 84. The documentation necessary to establish Out-of-Pocket Losses can be uploaded through the Settlement Website or mailed in paper form. The Claim Form provides examples of documentation that can establish various types of losses. *See* Claim Form, Ex. 2 to Settlement Agreement. Class members who elect to enroll in Credit Monitoring Services will receive an activation code by mail or e-mail within 30 days of the Effective Date. Agreement, ¶ 77.

16. The proposed class notice meets the standards of Rule 23(c)(2)(B). *See* Class Notice, Ex. 1 to Settlement Agreement. The notice uses plain English in an easy-to-read format that concisely explains to class members the nature of the case and their options under the Settlement. It includes information such as the case caption, a description of the Class, a description of the claims and the history of the litigation, a description of the Settlement and the claims being released, the names of Proposed Class Counsel, a statement of the maximum amount of attorneys' fees that will be sought by Proposed Class Counsel, the maximum amount Proposed Class Counsel will seek for a service award at the final approval hearing, a description of the procedures and deadlines for requesting exclusion and objecting to the Settlement, the URL to access the Settlement Website containing relevant case documents, and the manner in which to obtain further information.

17. The Settlement Fund will be used to pay for an award of attorneys' fees and expenses and service award payments as approved by the Court. Proposed Class Counsel will move for an attorneys' fee award not to exceed one-third (33.33%) of the settlement fund plus reimbursement of costs and expenses not to exceed \$30,000. Agreement, ¶ 110. We intend to move for a service award payment for each of the Settlement Class Representatives not to exceed \$2,500 for their time and effort in pursuing litigation on behalf of the Class. Agreement, ¶ 108. Settlement Class Representatives' approval of the Settlement is not conditioned in any manner on their receiving a service award or its amount. Proposed Class Counsel will file the motion for attorneys' fees, expenses, and a service award payment no later than 21 days before the opt-out and objection deadlines. Agreement, ¶¶ 108-110.

18. In exchange for the benefits provided under the Settlement, Class Members will release any legal claims that may arise from or relate to the facts and claims alleged in the Complaint filed in this litigation, as specified in Section XIII of the Settlement Agreement.

19. The Settlement resulted from arm's-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in this lawsuit, assisted by an experienced former United States Magistrate Judge serving as mediator.

20. Additionally, the parties spent significant time negotiating the terms of the final written Settlement Agreement which is now presented to the Court for approval. At all times, these negotiations were at arm's length and, while courteous and professional, the negotiations were hard-fought on all sides.

21. My firm and I have significant experience litigating data breach class actions, including serving as co-lead counsel in the three largest data breach settlements in history. *See In re: Equifax, Inc. Customer Data Security Breach Litig.*, Case No. 1:17-md-2800- TWT (N.D. Ga.) (\$1.5 billion settlement affirmed by Eleventh Circuit); *In re: T-Mobile Customer Data Security Breach Litig.*, No. 21-md-3019-BCW (W.D. Mo.) (\$500 million settlement currently on appeal); and *In re: Capital One Consumer Data Security Breach Litig.*, No. 1:19-md-02915-AJT-JFA (E.D. Va.) (\$190 million settlement finally approved). We have also served as lead counsel in numerous smaller, comparably-sized data breach cases. *See, e.g., Hapka v. CareCentrix, Inc.*, 2018 WL 1871449, at \*3 (D. Kan. Feb. 15, 2018) (D. Kan. Feb. 15, 2018) (approving claims made settlement of minimum \$200 payment to class members with tax fraud or up to \$5,000 per individual with documentation of losses on behalf of 2,000 class members); *Hutton v. Nat'l Bd. of Exam'rs in Optometry, Inc.*, 2019 WL 3183651, at \*7 (D. Md. July 15, 2019) (approving non-reversionary \$3.25 million settlement on behalf of 61,000 class members); *In re Citrix Data Breach Litig.*, 2021

WL 2410651 (S.D. Fla. June 11, 2021) (approving non-reversionary settlement fund of \$2.275 million on behalf of class 24,316 members). For our efforts in this practice area, my firm has twice been selected by *Law360* as its Cybersecurity & Privacy Group of the Year, recognizing practice groups that “worked on the biggest deals or achieved the biggest wins in the most important cases.”

22. Proposed Class Counsel’s experience on the forefront of litigating and resolving data breach cases, including some of the largest in history, was brought to bear on the approach to prosecuting and settling the claims presented in this case. And based on this experience, it is our view that the Settlement presented here is an excellent result for the Settlement Class, as it both offers to make Settlement Class Members whole for costs already incurred in remedying the breach, and includes significant payments for Lost Time as well as comprehensive prospective relief to prevent future harm that could result from the misuse of their stolen personal information.

23. Based on our independent investigation of the relevant facts and applicable law, we believe that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. On a per class member basis, the relief made available here meets or exceeds each of the above-referenced settlements.

24. The costs, risks, and delay of trial and appeal also weigh in favor of settlement approval. Although Proposed Class Counsel are confident in the merits of Plaintiffs’ claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Plaintiffs’ claims would still need to survive likely motions practice and succeed at class certification. Through the Settlement, Settlement Class Members gain significant benefits without having to face further risk.

25. All Settlement Class Members will have the same opportunity to seek reimbursement for Out-of-Pocket Expenses and Lost Time, which means that monetary compensation will be apportioned in accordance with each Settlement Class Member’s Claim.

Additionally, all Settlement Class Members are eligible for additional cash payments to be split *pro rata*, regardless of what other relief they seek under the Settlement. Other than what is reflected in the Settlement Agreement, there is no separate agreement between the parties.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on June 24, 2024.

/s/ J. Austin Moore

J. Austin Moore

*Counsel for Plaintiffs and the Class*

**Exhibit C**  
**Declaration of Carla Peak on behalf of KCC**  
**Class Action Services, LLC**



**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS**

JEREMY KRANT, TODD DEATON,  
THOMAS NASH, SHANA VACHHANI  
and KIMBERLY MILLER, individually and  
on behalf of all others similarly situated,

Plaintiffs,

v.

Case No. 2:23-cv-02443

UNITEDLEX CORP.,

Defendant.

**DECLARATION OF CARLA PEAK IN SUPPORT OF SETTLEMENT NOTICE PLAN**

I, Carla A. Peak, declare as follows:

1. My name is Carla A. Peak. I have personal knowledge of the matters set forth herein, and if called as a witness I could and would testify competently to them.
2. I am a Vice President of Legal Notification Services for KCC Class Action Services, LLC (“KCC”), a firm that specializes in comprehensive class action services, including legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, claims processing, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. With more than 30 years of industry experience, KCC has developed efficient, secure, and cost-effective methods to properly manage the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of these matters to ensure the orderly and fair treatment of class members and all parties in interest. KCC has been retained to administer more than 7,500 class actions and distributed settlement payments totaling well over a trillion in assets. Our experience

includes many of the largest and most complex administrations of both private litigation and of actions brought by state and federal government regulators.

3. This Declaration describes my experience as well as KCC's experience. It also describes the proposed notice plan (the "Notice Plan" or "Notice Program") designed for this proposed class action settlement, including why I believe it will be effective and will constitute the best notice practicable under the circumstances of this Settlement, pursuant to Fed. R. Civ. P. 23(c)(2)(B) ("Rule 23").

### EXPERIENCE

4. KCC has administered class action settlements for such defendants as The Home Depot, Inc., Johnson & Johnson Services, Inc., and Whirlpool Corporation. Further, KCC has been retained as the administrator in a variety of data breach and data privacy matters. Some data breach case examples which KCC has been involved with include: *Braun v. VisionQuest Eyecare, PC, et al.*, 49D07-1705-PL-020189 (Ind. Super. Ct.); *Cochran v. Burgerville LLC*, No. 18-cv-44864 (Cir. Ct. Ore); *Carroll v. Macy's Inc.*, No. 2:18-cv-01060-RDP (N.D. Ala.); *Debaeke v. St. Joseph Health System*, No. JCCP 4716 (Cal. Super. Ct.); *Elvey v. TD Ameritrade, Inc.*, No. C 07 2852 VRW (N.D. Cal.); *Groveunder v. Wellpoint*, No. JCCP 4647 (Cal. Super. Ct.); *In re Anthem, Inc. Data Breach Litig.*, No. 5:15-MD-02617-LHK (N.D. Cal.); *In re Arby's Restaurant Group, Inc. Data Security Litig.*, No. 18-mi-55555-AT (N.D. Ga.); *In re Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx) (C.D. Cal.); *In re LinkedIn User Privacy Litig.*, No. 12-cv-03088-EJD (N.D. Cal.); *In re Medical Informatics Engineering, Inc. Customer Data Security Breach Litig.*, No. 15-md-2667 (N.D. Ind.); *In re Sonic Corp Customer Data Security Breach Litig.*, No. 1:17-md-02807 (N.D. Ohio); *In re Yapstone Data Breach Litig.*, 15-cv-04429-JSW (N.D. Cal.); *Lozanski v. The Home Depot Inc. Canada*, No. 14-51262400CP

(Ontario Superior Court of Justice, Canada); *Ramsey v. 41 E. Chestnut Crab Partners, LLC*, No. 2019-CH-2759 (Ill. Cir. Ct.); *Saenz v. SEIU United Healthcare Workers-West*, No. RG09478973 (Cal. Super. Ct.); *Shurtleff v. Health Net of California, Inc.*, No. 34-2012-00121600 (Cal. Super. Ct.); *Storm v. Paytime, Inc.*, No. 14-cv-01138 (M.D. Pa.); *The Home Depot, Inc. Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-00210-PGB-DCI (M.D. Fla.); and *Winstead v. ComplyRight, Inc.*, No. 18-cv-4990 (N.D. Ill.).

5. I have personally been involved in hundreds of large and significant cases, including nearly all of the above-mentioned data breach cases, as well as *Chambers v. Whirlpool Corp.*, No. 8:11-cv-01733 (C.D. Cal.); *Habberfield v. BooHoo.com USA, Inc.*, No. 2:22-cv-03899 (C.D. Cal.); *In re College Athlete NIL Litig.*, No. 4:20-cv-03919 (N.D. Cal.); *In re: Monitronics International, Inc., Telephone Consumer Protection Act Litig.*, No. 1:13-md-02493 (N.D. W.Va.); *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.); (*In re: Skelaxin (Metaxalone) Antitrust Litig.*, No. 1:12-md-02343 (E.D. Tenn.); *In re Trans Union Corp. Privacy Litig.*, MDL No. 1350 (N.D. Ill.); and *Rikos v. The Procter & Gamble Co.*, No. 1:11-cv-00226 (S.D. Ohio).

6. In forming my opinions, I draw from my in-depth class action settlement and notice experience. I have worked in the class action notification field for over 20 years. During that time, I have been involved in all aspects of the design and implementation of class action notice planning, as well as the drafting of plain language notice documents that satisfy the requirements of Rule 23 and adhere to the guidelines set forth in the *Manual for Complex Litigation, Fourth* and by the Federal Judicial Center (“FJC”).

## NOTICE PROGRAM DETAILS

### *Class Definition*

7. The proposed Settlement Class in the parties' Settlement Agreement is defined as the 7,588 individuals identified on the Settlement Class List, which includes all U.S. residents whose PII was compromised as a result of the Data Breach. Excluded from the Settlement Class is ULX, its representatives and any judicial officer presiding over this matter, members of their immediate family, and members of their judicial staff.

8. The Defendant will provide KCC with the names, addresses and/or email addresses that can be identified through a reasonable inquiry of Defendant's records. To the extent multiple lists of information are provided, KCC will merge this data into one comprehensive database (the "Class List"). KCC will then de-duplicate the Class List to ensure, as best as possible, that each Settlement Class Member appears on the list a single time.

### **Data Security and Privacy**

9. KCC acts as a data processor and will receive class member data through secure means, such as secure FTP. All data provided to KCC will be used for purposes of the settlement as directed by the Settlement Agreement and the parties and will be used solely for settlement implementation and no other purpose.

10. KCC maintains a robust and comprehensive security program designed to ensure the protection and secure handling of client data.

11. KCC's Information Security Policy Framework is aligned to ISO/IEC 27002:2013 which is reviewed on an annual basis and communicated to all employees through a comprehensive training program.

12. KCC maintains a number of corporate governance policies that reflect the manner in which it does business, including an employee Code of Conduct that outlines the professional, responsible, and ethical guidelines that govern employee conduct.

**Direct Individual Notice via U.S. Mail and E-Mail**

13. KCC will send a Notice Packet consisting of the long-form notice, claim form, and pre-paid return envelope via United States Postal Service (USPS) to all Settlement Class Members using the data the Defendant provides to KCC.

14. Prior to mailing any Notice Packet, the postal addresses will be checked against the National Change of Address (NCOA)<sup>1</sup> database maintained by USPS; certified via the Coding Accuracy Support System (CASS)<sup>2</sup>; and verified through Delivery Point Validation (DPV)<sup>3</sup>. Notices returned by USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information.

15. KCC will also send a direct individual notice via email (“Email Notice”) to every Settlement Class Member for whom an email address exists on the Class List. *See* Fed. R. Civ. P. 23(c)(2)(B) (“upon ordering notice under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)—the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice, which will also be available in Spanish, may be by one or more of the following: United States mail, *electronic means*, or other

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<sup>1</sup> The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

<sup>2</sup> Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

<sup>3</sup> Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

appropriate means.”) (emphasis added). The Email Notice content will be included in the body of the email, rather than as an attachment, to avoid spam filters and improve deliverability. The email will contain a link to the settlement website.

16. The email delivery will be attempted three times to maximize the probability that the Settlement Class Member will receive it. The email campaign will return data regarding the number of emails successfully delivered, email open rates, and email bounce backs.

17. Prior to mailing any Notice Packet, the postal addresses will be checked against the National Change of Address (NCOA)<sup>4</sup> database maintained by USPS; certified via the Coding Accuracy Support System (CASS)<sup>5</sup>; and verified through Delivery Point Validation (DPV)<sup>6</sup>. Notices returned by USPS as undeliverable will be re-mailed to any address available through postal service forwarding order information.

#### **Reminder Notice**

18. Prior to the claims deadline, KCC will send reminder e-mail notices to all Settlement Class Members for which a valid email address is available on the Class List, provided KCC is instructed to do so by Proposed Class Counsel.

#### **Settlement Website**

19. As is common with class action settlements, KCC will establish and maintain a case-specific website to allow Settlement Class Members to obtain additional information and documents about the Settlement. The settlement website will allow users to read, download, and

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<sup>4</sup> The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

<sup>5</sup> Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

<sup>6</sup> Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

print the Settlement Agreement, Preliminary Approval Order, Long-Form Notice, and Claim Form, as well as other important documents and deadlines. Settlement Class Members will also be able to review a list of Frequently Asked Questions (FAQs) and Answers and file a claim online. The website address will be displayed in the Long-Form Notice, as well as accessible through a hyperlink embedded in the Email Notice.

#### **Toll-Free Telephone Number**

20. KCC will establish and host a case-specific toll-free number to allow Settlement Class Members to learn more about the settlement by speaking with a live operator. The toll-free number will be displayed in the Long-Form Notice, Email Notice, and on the settlement website.

#### **Email Correspondence**

21. KCC will establish and host a case-specific email address to allow Settlement Class Members to correspond directly with a KCC case specialist. The email address will be displayed in the Long-Form Notice, Email Notice, and on the settlement website.

#### **Settlement P.O. Box**

22. KCC will establish and monitor a case-specific mailbox where Settlement Class Members may submit hard copy Claim Forms, exclusion requests, objections, and other case correspondence.

#### **Insurance**

23. KCC's services agreement governs the terms and conditions of KCC's employment, including liability and acceptance of responsibility. KCC maintains insurance applicable to its services including professional indemnity insurance, general liability, property, comprehensive crime, electronic, and computer crime, and cyber liability insurance.

#### **CONCLUSION**

24. The Notice Program, which includes multiple forms of direct notice, is expected to reach virtually the entire Settlement Class. The expected reach of the Notice Program exceeds other effective court-approved settlement notice programs and meets the requirements of due process as found in *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). The FJC’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (the “FJC Checklist”) considers 70-95% reach among class members to be a “high percentage” and reasonable.

25. In my opinion, the Notice Plan proposed for this case is the “gold standard” as it incorporates multiple forms of direct notice plus reminder notices and is the best notice practicable under the circumstances. It provides the same reach and frequency evidence that courts have approved and that has withstood appellate scrutiny, other expert critiques, as well as collateral review. The Notice Plan and notice documents are consistent with the guidelines set forth in Rule 23, the *Manual for Complex Litigation, Fourth*, and the FJC Checklist. In addition, as cited above, the Notice Plan has been designed to comply with the amendments to Rule 23(c)(2) which expressly allows for notice by “electronic means, or other appropriate means.”

26. At the conclusion of the Notice Plan, KCC will provide a final report verifying its effective implementation. We estimate that the cost of notice and administration will not exceed \$61,000.

I, Carla A. Peak, declare under penalty of perjury that the foregoing is true and correct. Executed this 21<sup>st</sup> day of June 2024, at Ocean City, New Jersey.



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Carla A. Peak