

Carl Buddig & Company data breach settlement: you may be entitled to benefits including cash reimbursement and free credit monitoring.

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

- A class action settlement has been reached in a lawsuit against Carl Buddig & Company (“Carl Buddig”), arising out of a cyberattack that occurred near or around May 2023, and may have resulted in the exposure of your personal information (the “Data Breach”). The easiest way to submit a claim is at www.CarlBuddigSettlement.com.
- Under the terms of the Settlement, Carl Buddig has agreed to establish a fund of \$850,000.00 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 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 time addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25.00) per hour, totaling \$500.00 per individual (“Lost Time” or “Attested Time”).
 - **Free Credit Monitoring Services:** The Settlement Fund will also pay for Credit Monitoring and Identity Restoration Services from a company that offers 3-bureau credit monitoring which will be offered to all Settlement Class Members who elect to enroll for two years.
 - **Additional Cash Payments:** If there is money remaining after reimbursing Settlement Class Members for Out-of-Pocket Expenses, Credit Monitoring Services, Lost Time, and other settlement-related obligations, additional cash payments may be provided on a *pro rata* basis for claims among participating Settlement Class Members up to \$2,500.00.
 - **Business Practice Commitments:** Carl Buddig has agreed to implement and maintain certain business practice commitments relating to its information security program for seven years following the Settlement.

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

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM TO OBTAIN CASH BENEFITS	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.	May 1, 2025
OBTAIN CREDIT MONITORING	You must submit a Claim Form by mail or online to enroll in free 3-bureau credit monitoring for up to two years.	May 1, 2025
EXCLUDE YOURSELF	Get no Settlement benefits. Keep your right to sue or continue to sue Carl Buddig for the claims released by the Settlement. You cannot request to exclude yourself and still object.	March 12, 2025
OBJECT	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it. You may still file a Claim Form for benefits under the Settlement.	March 12, 2025
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	

- 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.

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BASIC INFORMATION

1. Why is Notice being provided?

You received Notice because your personal information may have been compromised in a data breach initially disclosed by Carl Buddig on or about April 17, 2024. 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?

Near or around May 2023, cybercriminals obtained unauthorized access to Carl Buddig's servers and exfiltrated the personal information of current and former employees of Carl Buddig. The personal information potentially accessed included names, Social Security numbers, and medical information.

Carl Buddig denies that it did anything wrong, and no court or other entity has made any judgment or other determination of any wrongdoing. Instead, Plaintiff and Carl Buddig 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 Plaintiff or Carl Buddig. 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 Notice or you were one of the approximately 11,821 individuals who were mailed or emailed a notification that your personal information may have been impacted in the Data Breach on or around April 17, 2024.

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

Yes. Excluded from the Settlement Class is Carl Buddig, its representatives and any judicial officer presiding over this matter, and members of their immediate family and 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.CarlBuddigSettlement.com or call the Settlement Administrator's toll-free number at: 1-888-726-1339.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Under the Settlement, Carl Buddig will pay \$850,000.00 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 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 time addressing issues related to the Data Breach for up to twenty (20) hours at twenty-five dollars (\$25.00) per hour, totaling \$500.00 per individual.
- **Free Credit Monitoring Services:** The Settlement Fund will also be used to pay for 3-Bureau Credit Monitoring and Identity Restoration Services which will be offered to all Settlement Class Members who elect to enroll for two years.
- **Additional Cash Payments:** If there is money remaining after reimbursing Settlement Class Members for Out-of-Pocket Expenses, Credit Monitoring Services, Lost Time, and other settlement-related obligations, additional cash payments may be provided on a pro rata basis for claims traceable to the Data Breach among participating Settlement Class Members up to \$2,500.00. 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.
- **Business Practice Commitments:** Carl Buddig has agreed to implement and maintain certain business practice commitments relating to its information security program for seven years following the Settlement.

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 **May 1, 2025**. Claim Forms can be submitted online at www.CarlBuddigSettlement.com or by mail. If by mail, the Claim Form must be postmarked by **May 1, 2025**.

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 Carl Buddig and the Released Parties for the Released Claims.

Paragraph 34 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.CarlBuddigSettlement.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.CarlBuddigSettlement.com. This is the easiest way to file a claim.
- (2) **Submit by Mail:** You can download a copy of the Claim Form at www.CarlBuddigSettlement.com and mail it to the address below. Alternatively, you can ask the Settlement Administrator to mail a Claim Form to you by calling 1-888-726-1339. Fill out your Claim Form, and mail it (including postage) to:

Williams v. Carl Buddig & Company Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174

Claims Forms must be submitted online or postmarked by **May 1, 2025**; 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 1-888-726-1339 or by writing to:

Williams v. Carl Buddig & Company Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174

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.CarlBuddigSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have lawyers in this case?

Yes, the Court has appointed Rachel Dapeer of Dapeer Law, P.A. and Mark Hammervold of Hammervold Law LLC 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 reimbursement for costs and expenses and attorneys' fees of up to thirty-eight percent (38%) of the Settlement Fund 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 February 19, 2025 and will be available to view on the Settlement Website at www.CarlBuddigSettlement.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 Carl Buddig 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 (*Williams v. Carl Buddig & Co.*, Case No. 2024 CH 09830) or similar identifying words such as “Carl Buddig Data Breach Lawsuit”;
- (2) Your name, address, and telephone number;
- (3) A clear statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the proposed Settlement Class in *Williams v. Carl Buddig & Co.*, Case No.: 2024 CH 09830 in the Circuit Court of Cook County, Illinois”; and
- (4) Your signature.

The exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **March 12, 2025**:

Williams v. Carl Buddig & Company Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174

You cannot exclude yourself by telephone or by email.

17. If I exclude myself, can I still get anything from this 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 Carl Buddig for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Carl Buddig 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.

OBJECTING 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 **March 12, 2025**, stating you object to the Settlement in *Williams v. Carl Buddig & Co.*, Case No. 2024 CH 09830. The objection must also include the following additional information:

- (1) The case name (*Williams v. Carl Buddig & Co.*, Case No.: 2024 CH 09830) or similar identifying words such as "Carl Buddig Data Breach Lawsuit";
- (2) Your full name, address, and telephone number;
- (3) The specific 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) Your or your attorney's signature.

To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator postmarked no later than March 12, 2025 at the following address:

Williams v. Carl Buddig & Company Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174

Any Settlement Class Member who fails to comply with the requirements for objecting in Section X. 84 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 **April 17, 2025 at 10:30 a.m.** before the Honorable Anna M. Loftus, Circuit Court of Cook County, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.

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 a service award to Plaintiff. 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.CarlBuddigSettlement.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 Question 19 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 Carl Buddig 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.CarlBuddigSettlement.com, by calling 1-888-726-1339 or by writing to:

Williams v. Carl Buddig & Company Settlement Administrator
P.O. Box 301174
Los Angeles, CA 90030-1174

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