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

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

Plaintiffs,

vs.

AON CORPORATION,

Defendant.

Case No. 2022CH06132

Judge Neil H. Cohen

**MAY 08 2025**

Circuit Court - 2021

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

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

**IT IS HEREBY ORDERED** that:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos as the Class Representatives, the appointment of Class Counsel for Plaintiffs and the Class, the approval of Verita Global, LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement, and the

proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

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

all natural persons residing in the United States who were sent a Notice of Data Breach notifying them that their Private Information was compromised in the Data Breach. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.<sup>1</sup>

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

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

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

5. The Court appoints Plaintiffs Maria Flores, Deanna Dube, Misty Williams, Sharon Rushing, Jim Ostrowski, and Ana Matos as the Class Representatives.<sup>2</sup>

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

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

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

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

9. The terms of the Settlement Agreement are fair, reasonable, and adequate and are

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

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

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

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

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

13. No objections to the Settlement were filed by Settlement Class Members.

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

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

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

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

18. The Release shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Settlement Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons who have timely and validly requested exclusion from the Settlement Class.

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

20. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

21. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, coborrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf

(including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of *res judicata*, collateral estoppel, and claim and issue preclusion.

22. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards to Plaintiffs.

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

24. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may

have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

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

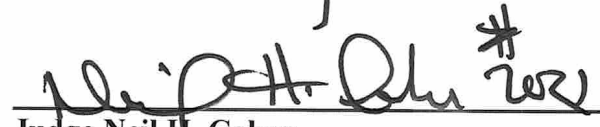
26. The court finds that Class Counsel's request for attorneys' fees in the amount of \$525,000 and litigation costs in the amount of \$20,049.45 is reasonable and grants this request. Payment of these amounts should be made pursuant to the terms outlined in the Settlement Agreement.

27. The Court grants the request for Service Awards to Class Representatives in the amount of \$5,000 each. Payments should be made to the Class Representatives pursuant to the terms outlined in the Settlement Agreement.

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

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

As of **IT IS SO ORDERED** this 8<sup>th</sup> day of May, 2025.

  
Judge Neil H. Cohen