

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of the Effective Date, is made and entered into by and among the following **Settling Parties** (defined below): (i) Mulham Hafiez, Gabrielle Crowley, Benny Greene, Laura Fasolo, and Leigh Tiller (“**Class Representatives**”), individually and on behalf of the **Settlement Class** (defined below), by and through their counsel of record, Terence R. Coates of Markovits, Stock & DeMarco, LLC (“**Proposed Class Counsel**”) on the one hand; and (ii) The Hilb Group Operating Company, LLC (“**Hilb Group**” or “**Defendant**”), by and through its counsel of record, Joshua Becker of Shook, Hardy & Bacon LLC (“**Defendant’s Counsel**”) on the other hand. This Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the **Litigation** (defined below) and **Released Claims** (defined below), upon and subject to the terms and conditions herein.

RECITALS

WHEREAS, Hilb Group is an insurance brokerage firm that offers insurance and various other products and services to its customers;

WHEREAS, in January 2023, Hilb Group became aware of a **Security Incident** (defined below) carried out by a malicious third-party who accessed files on Hilb Group’s computer network;

WHEREAS, after investigating, Hilb Group determined that the Security Incident may have compromised certain **Personal Information** (defined below) belonging to Hilb Group customers and other individuals;

WHEREAS, upon becoming aware of the Security Incident, Hilb Group acted to contain the Security Incident;

WHEREAS, Hilb Group sent notice of the Security Incident in November 2023 to those individuals whose information may have been compromised in the Security Incident, offered complimentary identity theft and credit monitoring services, and provided resources for additional information;

WHEREAS, in November 2023, the civil actions of *Tiller v. Hilb Group Operating Company, LLC*, No. 3:23-cv-759; *Hafiez v. Hilb Group Operating Company, LLC*, No. 3:23-cv-760; *Greene v. Hilb Group Operating Company, LLC*, No. 3:23-cv-761; and *Crowley v. Hilb Group Operating Company*, No. 3:23-cv-778 (collectively, the “**Civil Actions**”), were filed in the United States District Court for the Eastern District of Virginia, asserting claims individually and on behalf of a putative nationwide class over the Security Incident;

WHEREAS, on February 6, 2024, the United States District Court for the Eastern District of Virginia consolidated the Civil Actions under a single civil action number, No. 3:23-cv-759;

WHEREAS, Hilb Group disputes the claims and allegations in the Civil Actions filed against it, any and all liability or wrongdoing of any kind to the Class Representative, the

Settlement Class, and any other individuals or putative class members described in the pleadings, and further denies any violation of law whatsoever;

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs;

WHEREAS, on June 6, 2024 the Settling Parties engaged in an arm's-length, full-day mediation session under the direction of Jill R. Sperber, Esq. – a respected mediator with substantial experience with data privacy class actions – and reached an agreement in principle to resolve the Litigation on June 17, 2024;

WHEREAS, Hilb Group provided Proposed Class Counsel with specific requested factual information related to class size, liability, and security enhancements that provided a sound foundation for the negotiations in the mediation;

WHEREAS, Hilb Group denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Hilb Group with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, any infirmity in the defenses that Hilb Group has asserted or would assert, or the requirements of Federal Rule of Civil Procedure 23 and whether the Class Representatives satisfy those requirements;

WHEREAS, based upon their substantial investigation and informal exchange of discovery as set forth above, and Counsel's substantial experience in data breach cases, Proposed Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to **Settlement Class Members** (defined below) and are in their best interests, and has agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Security Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by the terms of this Agreement;

WHEREAS, pursuant to these terms, which are set forth fully herein, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Civil Actions against Hilb Group and the **Released Persons** (defined below) arising out of or relating to the Security Incident, by and on behalf of the Class Representatives and **Settlement Class Members** (defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Hilb Group relating to the Security Incident (collectively, the "**Litigation**");

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Class Representatives, individually and on behalf of the Settlement Class, Class Counsel, and Hilb

Group that, subject to the Court's approval, when Judgment becomes Final as defined herein, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, and subject to the terms and conditions of this Settlement Agreement.

I. DEFINITIONS

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

- 1.1 “**Agreement**” or “**Settlement Agreement**” means this agreement.
- 1.2 “**Approved Claims**” means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the Dispute Resolution process, as set forth in this Agreement.
- 1.3 “**Attorneys’ Fees and Expenses**” means the attorneys’ fees, costs, and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Litigation.
- 1.4 “**Hilb Group**” means Hilb Group Operating Company, LLC.
- 1.5 “**CAFA Notice**” means the notice required by 28 U.S.C. § 1715.
- 1.6 “**Class Counsel**” or “**Proposed Class Counsel**” means Terence R. Coates of Markovits, Stock & DeMarco, LLC.
- 1.7 “**Claims Deadline**” is defined in ¶ 3.1, which shall be ninety (90) days after the Notice Date (defined below). The Claims Deadline shall be clearly identified in the **Preliminary Approval Order** (defined below), as well as in the **Notice** (defined below) and **Claim Form** (defined below).
- 1.8 “**Claim Form**” means the form that will be available for Settlement Class Members to submit a **Settlement Claim** (defined below) to the **Settlement Administrator** (defined below) and that is substantially in the form of **Exhibit A**. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.
- 1.9 “**Class Representatives**” or “**Plaintiffs**” means Mulham Hafiez, Gabrielle Crowley, Benny Greene, Laura Fasolo, and Leigh Tiller.
- 1.10 “**Costs of Settlement Administration**” means all actual costs associated with or arising from Settlement Administration, except for the provision of CAFA Notice.
- 1.11 “**Court**” means the United States District Court for the Eastern District of Virginia, Senior United States District Judge John A. Gibney, Jr. presiding.

1.12 “**Effective Date**” shall mean the date when the Settlement Agreement becomes final, which is thirty-one (31) days after the Court’s grant of final approval, assuming no appeals are filed. If any appeal is filed, the Effective Date will be thirty-one (31) days from when the appeal is decided and a **Judgment** (defined below) has been entered in this case.

1.13 “**Escrow Agent**” means Western Alliance Bank.

1.14 “**Fee Application**” means any motion for a Fee Award and Costs.

1.15 “**Fee Award and Costs**” means the payment of attorneys’ fees, costs, and expenses award by the Court to Class Counsel, to be paid from the Qualified Settlement Fund.

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

1.17 “**Final Approval Hearing**” mean the hearing at which the Court will determine whether to finally approve the proposed Settlement, including determining whether the settlement benefits, attorneys’ fees and expenses, Class Representative Service Awards, and Settlement Administration Costs are fair, reasonable, and adequate.

1.18 “**Judgment**” means a final judgment rendered by the Court under Federal Rule of Civil Procedure 54(b).

1.19 “**Long Notice**” means the long form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form of **Exhibit B**.

1.20 “**Non-Profit Residual Recipient**” means a non-profit organization(s) approved by the Court following distribution of Settlement Payments.

1.21 “**Notice Date**” is the data that Notice will be issued to Settlement Class Members, which will occur 30 days after the entry of the Preliminary Approval Order.

1.22 “**Notice**” shall be the Short Form Notice that the Settlement Administrator will send to the Settlement Class informing Class Members about the Settlement, including their ability to participate in the Settlement, opt-out of the Settlement or object to the Settlement.

1.23 “**Notice Plan**” consists of the Short Notice that will be mailed to Class Members via Regular U.S. Mail, the Long Notice that will be posted on the Settlement Website, and the Settlement Website that will include important case information and important case documents.

1.24 “**Objection Date**” means the date by which Settlement Class Members must file with the Court any objections to the Settlement. The Objection Date shall be sixty (60) days after the Notice Date.

1.25 “**Opt-Out Date**” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Date.

1.26 “**Out-of-Pocket Losses**” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually and reasonably incurred that are fairly traceable to the Security Incident, and that have not already been reimbursed by a third party.

1.27 “**Personal Information**” means any information connected to a Settlement Class Member that, when used alone or with other information, can be used to uncover that individual’s identity. It includes, but is not limited to, full names, addresses, Social Security numbers, financial account information, driver’s licenses and state identification information, passport information, medical information, and health insurance information.

1.28 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Agreement as **Exhibit C**.

1.29 “**Plaintiffs’ Counsel**” means Lee A. Floyd of Breit Biniazan, PC; Justin C. Walker, Markovits Stock & DeMarco, LLC; David. K. Lietz and Gary M. Klinger of Milberg, Coleman, Bryson, Phillips, Grossman, LLC; Kevin Laukaitis of Laukaitis Law, LLC; William B. Federman of Federman & Sherwood; and Courtney L. Weiner of Law Office of Cortney Weiner, PLLC.

1.30 “**Qualified Settlement Fund**” means the common settlement fund established by the Settlement Administrator or Class Counsel pursuant to 26 C.F.R. § 1.468B-1 at Western Alliance Bank, in which Hilb Group will cause to be deposited \$1,600,000 in settlement funds and from which all monetary compensation to the Settlement Class and certain other expenses shall be paid.

1.31 “**Related Entities**” means Hilb Group’s past or present parents, subsidiaries, affiliates, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Hilb Group’s and these entities’ respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.32 “**Released Claims**” shall collectively mean any and all claims and causes of action, both known and unknown (including **Unknown Claims** (defined below)), including, without limitation, any causes of action under California Civil Code § 1798.150 or § 17200 *et seq.* and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of

confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; breach of any consumer protection statute; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the **Released Persons** (defined below) based on, relating to, concerning or arising out of the Security Incident and alleged theft of Personal Information before the Effective Date or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.33 “**Released Persons**” means Hilb Group and its Related Entities.

1.34 “**Residual Funds**” means any funds that remain in the Qualified Settlement Fund after settlement payments have been distributed and the time for cashing and/or redeeming Settlement Payments has expired. The Residual Funds will be sent to one or more Non-Profit Residual Recipient, subject to Court approval.

1.35 “**Security Incident**” or “**Incident**” means the access by unauthorized actors to Hilb Group's computer network between December 1, 2022, and January 12, 2023, as further described in the Recitals, and any and all facts, actions and circumstances related thereto, whether occurring or arising before, on or after the date of this Agreement.

1.36 “**Service Awards**” means the payments to each of the Class Representatives in the amount of \$3,000 (\$15,000 total) for their service to the Class, subject to Court approval. Any Service Awards will be in addition to any other Settlement Payments the Class Representatives may receive and will be paid from the Qualified Settlement Fund.

1.37 “**Settlement Administration**” means the processing and payment of claims received from Settlement Class Members, issuing Notice, distributing the Qualified Settlement Fund, and administering the Settlement.

1.38 “**Settlement Administrator**” means the notice and settlement administrator, Kroll Settlement Administration, LLC, with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court. The Settlement Administrator shall use Digital Disbursements, a wholly owned subsidiary of Western Alliance Bank, to pay Settlement Class Members who select a digital payment option.

1.39 “**Settlement Claim**” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.40 “**Settlement Class**” means: All United States residents whose Personal Information was impacted during the Security Incident that is the subject of the Notice of Data Breach that

Defendant published on or around November 2, 2023. The Settlement Class consists of approximately 108,954 individuals.

1.41 “**Settlement Class Member**” means any Person who falls within the definition of the Settlement Class.

1.42 “**Settlement Payment**” means the payment to be made to a Settlement Class Member, which will be submitted to Class Members submitting valid Settlement Claims via paper checks or electronic payment.

1.43 “**Settlement Website**” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order 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, a downloadable version of a customary form of the Short Notice, a customary form of the Long Notice, a customary version of the Claim Form, which together shall include a fair summary of the Settling Parties’ respective litigation positions, the general terms of the settlement, instructions for how to object or opt-out of the settlement, the process and instructions for making claims, and the date, time and place of the Final Approval Hearing; this Agreement; Plaintiffs’ motion for preliminary approval of the Settlement; the Preliminary Approval Order; and the Fee Application. The Settlement Website shall also include a toll-free telephone number, email 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 60 days after all Settlement Payments have been distributed.

1.44 “**Settling Parties**” means, collectively, Hilb Group and Class Representatives, individually and on behalf of the Settlement Class.

1.45 “**Short Notice**” means the short-form notice of this proposed class action Settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where recipients may view the Long Notice and make a claim for monetary relief. The Short Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing.

1.46 “**Taxes and Tax-Related Expenses**” means: (i) 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 Qualified Settlement Fund, including, without limitation, any taxes that may be imposed upon Hilb Group or its counsel 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 Qualified Settlement Fund account; (ii) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Qualified Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in connection with the taxation of the Qualified Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.47 “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including any of the Class Representatives, does not know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or participate in this Settlement Agreement. With respect to any and all Released Claims, including Unknown Claims, the Settling Parties stipulate and agree that upon the date the Judgment becomes Final, the Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Settlement Class Members, including the Class Representatives, and any of them, may hereafter 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 Released Claims, including Unknown Claims, but the Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the date the Judgment becomes Final, fully, and finally and forever settled and released any and all Released Claims, including Unknown Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

II. THE QUALIFIED SETTLEMENT FUND

2.1 The Settlement Administrator shall establish an interest-bearing escrow account to serve as the Qualified Settlement Fund, at Western Alliance Bank, which shall be maintained pursuant to Treasury Regulation § 1.468B-1, *et seq.*

2.2 No later than 35 days after the Court grants the Motion for Preliminary Approval of this Settlement, Hilb Group will cause to be deposited \$400,000 into the Qualified Settlement Fund. Within 7 days of the Effective Date, Hilb Group will cause to be funded the remaining \$1,200,000 into the Qualified Settlement Fund.

2.3 As further described in this Agreement, the Qualified Settlement Fund shall be the sole source of monetary funds for all relief referenced below and shall be used by the Settlement Administrator to pay for:

- (a) Taxes and Tax-Related Expenses;
- (b) Monetary compensation to Settlement Class Members;
- (c) Notice and Administrative Expenses;

- (d) Attorneys' Fees and Expenses; and Service Awards to the Class Representatives; and
- (e) Any other remuneration called for by this Agreement, other than Hilb Group's expenses and attorneys' fees, costs, and expenses related to the Litigation.

2.4 No amounts may be withdrawn from the Qualified Settlement Fund unless: (i) expressly authorized by this Agreement; or (ii) approved by the Court, except that up to the agreed upon amount in writing may be used to provide notice to Settlement Class Members under the notice plan approved by the Court and to pay for approved administrative expenses. In no event will any amount deposited in the Qualified Settlement Fund revert, be refunded, or otherwise be credited to Hilb Group. The Settlement Administrator shall be frugal and prudent in incurring notice and administrative expenses.

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

2.6 The Settlement Administrator and Class Counsel are responsible for communicating with Settlement Class Members regarding the distribution of the Qualified Settlement Fund and amounts paid under the Settlement.

2.7 All funds held in the Qualified Settlement Fund shall be deemed to be in the custody of the Court upon the deposit of those funds until such time as the funds shall be distributed to Settlement Class Members or used as otherwise disbursed pursuant to this Agreement and/or further order of the Court.

2.8 The Settling Parties agree that the Qualified Settlement Fund is intended to be maintained within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Qualified Settlement Fund and paying from the Qualified Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Settling Parties agree that the Qualified Settlement Fund shall be treated as an escrow account from the earliest date possible, and they agree to any relation-back election required to treat the Qualified Settlement Fund as an escrow account from the earliest date possible.

2.9 All Taxes and Tax-Related Expenses shall be paid out of the Qualified Settlement Fund and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Administrator shall indemnify and hold harmless the Settling Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

2.10 The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Representative Plaintiff or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Qualified Settlement Fund.

2.11 Each Representative Plaintiff and 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 Qualified Settlement Fund pursuant to this Agreement.

2.12 Hilb Group and its counsel shall have no responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Qualified Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Qualified Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Qualified Settlement Fund or the filing of any returns. Hilb Group also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the settlement.

2.13 The Class Representatives and Class Counsel, and their respective firms, shall not have any liability whatsoever with respect to any acts taken pursuant to the terms of this Agreement, including, but not limited to: (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Qualified Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Qualified Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Qualified Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses incurred in connection with the taxation of the Qualified Settlement Fund or the filing of any returns.

III. SETTLEMENT BENEFITS

3.1 **Pro Rata Cash Payment.** All Settlement Class Members who submit a valid claim using the Claim Form to this Settlement Agreement, may request a pro rata cash payment estimated to be approximately \$75.00 (the “Cash Payment”) by submitting a Claim Form to the Settlement Administrator no later than 90 days after the Notice Date, or other deadline approved by the Court (the “Claims Deadline”). The Cash Payment will be calculated in accordance with ¶ 3.3 below. The Cash Payment amount per valid claim will be determined by the amount remaining in the Qualified Settlement Fund after deductions for Service Awards, Costs of Settlement Administration, and Fee Award and Costs.

3.2 **Out-of-Pocket Loss Claims.** In addition to the Pro Rata Cash Payment, Settlement Class Members may submit Claim Forms selecting the Out-of-Pocket Loss option. Claims will be subject to review for timeliness, completeness, and plausibility by the Settlement Administrator.

- (a) Compensation for unreimbursed losses upon submission of a valid and timely Claim and supporting documentation, for Out-of-Pocket Losses more likely than not resulting from the Security Incident, up to a maximum amount of \$5,000.

- (b) The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments for Out-of-Pocket Losses.

3.3 The Qualified Settlement Fund shall be used to pay, in the following order: (i) all Costs of Settlement Administration; (ii) Fee Award and Costs; (iii) Service Awards; (iv) approved Out-of-Pocket Loss Claims; and (v) approved Pro Rata Cash Payments. The value of Cash Option claims will be calculated by subtracting from the Qualified Settlement Fund the deductions listed as (i)-(iv) in the preceding sentence (“Remaining Fund”). The Remaining Fund will be divided by the number of valid claims submitted and the Cash Payment will be paid.

3.4 The Settlement Administrator shall verify that each Person who submits a Claim Form is a Settlement Class Member. No Settlement Class Member may have more than one valid Claim Form. Ambiguities or deficiencies on the face of the Claim Form shall be resolved by the Settlement Administrator.

3.5 The Qualified Settlement Fund shall be the sole source of monetary funds for the relief set forth herein.

3.6 For any payments 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 payment within 30 days after the payment is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Settlement Class Member to obtain updated address information. Only one replacement payment may be issued per Settlement Class Member.

3.7 If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue payment to the Settlement Class Member’s estate upon receiving proof that the Settlement Class Member is deceased and after consultation with Class Counsel.

3.8 **Residual Funds.** If any monies remain in the Qualified Settlement Fund more than one hundred twenty (120) days after the distribution of Settlement Payments, a subsequent payment will be distributed to a Non-Profit Residual Recipient subject to court approval.

3.9 **Business Practices Changes.** Hilb Group agrees to provide written confirmation to Class Counsel of business practices changes taken after the Security Incident to protect the data security of the Class Representatives and the Settlement Class during the term of the claims administration process. Costs associated with these business practices changes shall be paid by Hilb Group separate and apart from the Settlement Amount.

IV. CLAIM RESOLUTION

4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claimant is a Settlement Class Member, the Settlement Administrator shall request additional information (“Claim Supplementation”) and give the claimant 30 days to cure the defect before rejecting the claim. If

the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

4.2 Following receipt of additional information requested as Claim Supplementation, the Settlement Administrator shall have 30 days to accept or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, either in whole or in part, then the claim shall be paid, to the extent that the Settlement Administrator finds the claim to be valid. If the claim is not valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Settlement Administrator may reject the claim without any further action, subject to the provisions of ¶ 4.1.

4.3 A Settlement Class Member shall have 30 days thereafter to appeal the Settlement Administrator's determination.

4.4 If there is any ambiguity with respect to a Settlement Class Member's election of monetary compensation and the Settlement Administrator cannot resolve the ambiguity, the ambiguous Claim Form shall default to providing a Cash Option payment under ¶ 3.4.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

5.1 Within 14 days after the execution of the Settlement Agreement, Class Counsel shall prepare a Motion for Preliminary Approval and provide it to Defendant's Counsel for review. No later than five business days after that, Class Counsel shall file a Motion for Preliminary Approval of Class Action Settlement, including the Settlement Agreement, with the Court requesting, among other things:

- (a) certification of the Settlement Class for settlement purposes only;
- (b) preliminary approval of the Settlement Agreement as set forth herein;
- (c) appointment of Proposed Class Counsel;
- (d) appointment of Plaintiffs as the Class Representatives;
- (e) appointment of the Settlement Administrator;
- (f) as soon as practicable, the Settlement Administrator shall establish the Settlement Website. The Parties shall meet and confer and choose a mutually acceptable URL for the Settlement Website; and
- (g) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties prior to such submission to the Court for approval. The Parties agree, along with consultation with the Settlement Administrator, that the Notice Plan will provide adequate notice to the Class under the circumstances of this case.

5.2 The cost of notice to the Settlement Class in accordance with the Preliminary Approval Order, together with the Costs of Settlement Administration, shall be paid from the Qualified Settlement Fund. Attorneys' fees, costs, and expenses of Class Counsel shall also be paid from the Qualified Settlement Fund. Notice shall be provided to Settlement Class Members by a nationally recognized notice provider and in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Fed. R. Civ. P. 23 and constitutional due process requirements. The Settlement Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries (with the cost of any such help line and live operators to be paid from the Qualified Settlement Fund). The Settlement Administrator also will provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval. The Notice shall commence within 30 days of the entry of the Preliminary Approval Order and shall be substantially completed within 15 days of the Notice Date.

5.3 Class Counsel and Defendant's Counsel shall request the Court hold the Final Approval Hearing after Notice is completed and grant final approval of the Settlement set forth herein. The requested date for the Final Approval hearing shall be approximately six months from the date of preliminary approval.

VI. OPT-OUT PROCEDURES

6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class, which intent shall be determined by the Settlement Administrator. Written notice must be postmarked by the Claims Deadline to be effective. Settlement Class Members may only opt-out on behalf of themselves; mass or class opt-outs will not be valid.

6.2 All Class Members who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as "**Opt-Outs**," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All individuals falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

6.3 Commencing one week from the date Notice commences, the Settlement Administrator will notify Defendant's Counsel and Class Counsel regarding the number of potential Settlement Class Members that have elected to opt-out of the Settlement Class and will

continue to provide weekly updates. No later than 10 days after the Claims Deadline, the Settlement Administrator shall provide a final report to Class Counsel and Defendant's Counsel that summarizes the number of written notifications of Opt-Outs received to date, and other pertinent information as requested by Class Counsel and Defendant's Counsel.

6.4 In the event that 250 potential Settlement Class Members have elected to Opt-Out of the Settlement Class, Hilb Group may terminate this Settlement Agreement and any settlement terms or agreements then in effect subject to ¶ 12.2. In this event, Hilb Group shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel.

VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel representing the objector who will appear at the Final Approval Hearing; (vi) a list of all individuals who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation. To be timely, written notice of an objection in the appropriate form must be filed with or submitted to the Clerk of the Court no later than 30 days before the Claims Deadline.

7.2 Except upon a showing of good cause, any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 7.1 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 Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1.

7.3 Submitting an objection notice under this Section shall constitute the objecting Settlement Class Member's consent to jurisdiction of the Court and to accept service of process, including subpoenas for testimony, at the email address provided in the objection notice.

7.4 A Settlement Class Member who files an objection waives the right to opt-out, and vice versa.

VIII. RELEASE

8.1 Upon the date the Judgment becomes Final, each Settlement Class Member, including Class Representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against

all Released Persons. Further, upon the date the Judgment becomes Final, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representatives, 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, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

IX. PROPOSED CLASS COUNSEL'S ATTORNEYS' FEES, COSTS, AND EXPENSES

9.1 Class Counsel may make a Fee Application to the Court. Class Counsel will do so and advise the Class they will seek up to one-third of the Qualified Settlement Fund (\$533,333.33) for fees and, additionally, a reasonable amount for out-of-pocket costs and expenses, as well as Class Representatives Service Awards of \$3,000 for each.

9.2 Class Counsel will request that the Court approve up to one-third of the Qualified Settlement Fund for their attorneys' fees, reasonable costs and expenses of the Litigation. Class Counsel, in their sole discretion, shall allocate and distribute attorneys' fees, costs, and expenses awarded by the Court among Class Counsel. The amount of attorneys' fees, costs, and expenses to be awarded shall be a matter of complete discretion of the Court upon consideration of the complete factual record before the Court at the Final Fairness Hearing.

9.3 The Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount of any attorneys' fees, costs, expenses shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

X. ADMINISTRATION OF CLAIMS

10.1 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members. Class Counsel and Defendant's Counsel shall be given reports as to both claims and distribution periodically or as requested and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. Any determination by the Settlement Administrator regarding the validity or invalidity of any such claims shall be binding, subject to the Claim Resolution process set forth in Section 4.

10.2 Settlement Class Members with approved claims shall be able to select from a variety of payment options, including Zelle, PayPal, Venmo, ACH, virtual pre-paid Mastercard and paper check. Payments to Settlement Class Members shall be transmitted or mailed and postmarked within 60 days of the date the Judgment becomes Final.

10.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.4 No Person shall have any claim against Hilb Group, Class Counsel, Defendant's Counsel, any of the Released Parties and the Class Representatives based on distributions of benefits to Settlement Class Members or any alleged failure by Hilb Group to implement the Business Practices Changes in ¶ 3.9.

10.5 Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Hilb Group and the Settlement Administrator.

XI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

11.1 The Settlement Administrator shall perform the functions specified in this Agreement and its Exhibits, including, but not limited to:

- (a) Providing notice of this Settlement, to the extent reasonably available, to Settlement Class Members;
- (b) Obtaining information, to the extent reasonably available, to establish a reasonably practical procedure to verify Settlement Class Members;
- (c) Effecting the notice plan as approved by the Court;
- (e) Establishing and maintaining a Post Office box or other mailing address for mailed written notifications of Opt-Outs from the Settlement Class;
- (f) Establishing and maintaining the settlement website that, among other things, allows Settlement Class Members to submit claims electronically;
- (g) 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;
- (h) Responding to any mailed or emailed Settlement Class Member inquiries;
- (i) Mailing paper copies of the Notice and/or Claim Forms to Settlement Class Members who request them;
- (j) Processing all written notifications of Opt-Outs from the Settlement Class;
- (k) Providing reports on Opt-Out notices received;
- (l) In advance of the Final Approval Hearing, preparing affidavits to submit to the Court that: (i) attest to implementation of the notice plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided written notification of Opt-Out;
- (m) Within 60 days after the date the Judgment becomes Final, provide activation instructions and/or payment via paper checks or digital payment, either electronically or

by U.S. or International Mail, to Settlement Class Members who have submitted valid claims for monetary compensation as set forth herein;

(n) Providing weekly reports and a final report to Class Counsel and Defendant's Counsel that summarize the number and amount of claims and Opt-Outs since the prior reporting period, the total number and amount of claims and Opt-Outs received to date, the number and amount of any claims approved and denied since the prior reporting period, the total number and amount of claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defendant's Counsel;

(o) Paying all Taxes and Tax-Related Expenses from the Qualified Settlement Fund;

(p) Performing any function related to settlement administration at the agreed upon instruction of both Class Counsel and Defendant's Counsel in a frugal and prudent manner, including, but not limited to, verifying that cash payments have been distributed;

(q) Determining the validity of, and processing all claims submitted by Settlement Class Members; and

(r) Overseeing administration of the Qualified Settlement Fund.

11.2 All expenses incurred by the Settlement Administrator shall be paid solely from the Qualified Settlement Fund.

XII. CONDITIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES, CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

12.1 In the event any of the following events, this Settlement Agreement shall be canceled and terminated subject to ¶ 12.2 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement: (i) the Court declines to enter an Order of Preliminary Approval and Publishing of Notice of a Final Approval Hearing as set forth in ¶ 5.1; (ii) a Party has exercised any option to terminate the Settlement Agreement provided by this Agreement or its Exhibits; or (iii) the Court declines to enter the Judgment granting final approval to the settlement as set forth herein.

12.2 In the event that (i) the Settlement Agreement is not approved by the Court and one or both parties decide not to revise the terms of the Settlement Agreement to address the Court's concerns and seek approval of a revised agreement, or (ii) the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, including ¶ 6.4, then (a) the Settling Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into, any remaining funds in the Qualified Settlement Fund shall immediately be returned to Hilb Group within seven business days, and the Settling Parties shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in

accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing attorneys' fees, costs, and expenses shall constitute grounds for cancellation or termination of the Settlement Agreement.

12.3 The Settling Parties agree, for purposes of this settlement only, to the conditional certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved. Any agreements between the Parties or motions in support of certification of a settlement class and/or approval of the settlement filed with the Court shall be inadmissible in connection with any subsequent motion in support of or in opposition to class certification made in the Litigation.

12.4 Hilb Group will cooperate to provide reasonable and adequate information to Class Counsel so that they can perform sufficient due diligence to be able to move for preliminary approval of this settlement and class certification in good faith.

XIII. MISCELLANEOUS PROVISIONS

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

13.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation and the Released Claims. The settlement compromises any and all claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

13.3 Neither this Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) may be cited or relied

upon to support any private cause of action or claim in any court, administrative agency or other tribunal. Any of the Released Persons may file this Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.4 This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

13.5 This Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Settling Parties, and no representations, warranties or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made by the Settling Parties, except that all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

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

13.7 Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement, subject to Court approval.

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

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

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

13.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Virginia, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Virginia without giving effect to choice of law principles.

13.12 All dollar amounts are in United States dollars.

13.14 Within 10 days of the filing of Plaintiffs' Motion for Preliminary Approval, Hilb Group shall cause CAFA notice to be provided as required by 28 U.S.C. § 1715(b).

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

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SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant provides list of Class Members to the Settlement Administrator	+14 days
Notice Date	+30 days
Hilb Group will cause to be deposited \$400,000 into the Qualified Settlement Fund	+35 days
Counsel's Motion for Attorneys' Fees, Expenses, and Class Representative Service Awards	+76 days
Objection Date	+90 days
Opt-Out Date	+90 days
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	+104 days
Claims Deadline	+120 days
<u>Final Approval Hearing</u> (at least 150 days after the Order Granting Preliminary Approval)	_____, 2024
Motion for Final Approval	-14 days
<u>From Order Granting Final Approval</u>	
Effective Date	+31 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Hilb Group will cause to be deposited the remaining \$1,200,000 into the Qualified Settlement Fund	+38 days
Payment of Attorneys' Fees and Expenses Class Representative Service Awards	+60 days
Settlement Website Deactivation	+240 days

Proposed Class Counsel:

Terence R. Coates
Markovits, Stock & DeMarco, LLC

Date: _____

Plaintiffs:

Mulham Hafiez

Date: _____

Gabrielle Crowley

Date: _____

Benny Greene

Date: _____

Laura Fasolo

Date: _____

Leigh Tiller

Date: _____

Defendant:

Rodney A. Sattank
The Hilb Group Operating Company, LLC

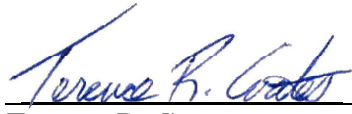
Date: 7/18/24

Defendant's Counsel:

Jim Becker
Joshua Becker
Shook, Hardy & Bacon LLP

Date: 7/18/24


Proposed Class Counsel:



Terence R. Coates
Markovits, Stock & DeMarco, LLC

Date: 7/17/2024

Plaintiffs:


Mulham Hafiez (Jul 16, 2024 13:43 EDT)

Mulham Hafiez

07/16/2024
Date: _____

Gabrielle Crowley

Date: _____

Benny Greene

Date: _____

Laura Fasolo

Date: _____

Leigh Tiller

Date: _____

Defendant:

The Hilb Group Operating Company, LLC

Date: _____

Defendant's Counsel:

Joshua Becker
Shook, Hardy & Bacon LLP

Date: _____


Proposed Class Counsel:

Terence R. Coates
Markovits, Stock & DeMarco, LLC
Date: _____

Plaintiffs:

Mulham Hafiez
Date: _____

Gabrielle Crowley
Date: _____



Benny Greene (Jul 16, 2024 11:04 EDT)
Benny Greene
Date: _____

Laura Fasolo
Date: _____

Leigh Tiller
Date: _____

Defendant:

The Hilb Group Operating Company, LLC
Date: _____

Defendant's Counsel:

Joshua Becker
Shook, Hardy & Bacon LLP
Date: _____

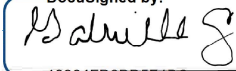
Proposed Class Counsel:

Terence R. Coates
Markovits, Stock & DeMarco, LLC

Date: _____

Plaintiffs:

Mulham Hafiez

DocuSigned by:


Gabrielle Crowley

Date: _____

Date: 7/17/2024

Benny Greene

DocuSigned by:


Laura Fasolo

Date: _____

Date: 7/17/2024

Date: _____

Leigh Tiller

Defendant:

The Hilb Group Operating Company, LLC

Date: _____

Defendant's Counsel:

Joshua Becker
Shook, Hardy & Bacon LLP

Date: _____

Proposed Class Counsel:

Terence R. Coates
Markovits, Stock & DeMarco, LLC
Date: _____

Plaintiffs:

Mulham Hafiez
Date: _____

Gabrielle Crowley
Date: _____

Benny Greene
Date: _____

Laura Fasolo
Date: _____

/s/ Leigh Tiller
Leigh Tiller
Date: 7/18/2024

Defendant:

The Hilb Group Operating Company, LLC
Date: _____

Defendant's Counsel:

Joshua Becker
Shook, Hardy & Bacon LLP
Date: _____