

EXHIBIT 1

**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS**

| | | |
|---|---|-------------------------|
| MARY BOWSER, on behalf of herself and all |) | |
| others similarly situated, |) | |
| |) | |
| Plaintiff, |) | Civil No. 2024LA18 |
| |) | |
| v. |) | |
| |) | Judge: Trish A. Senneff |
| HALO BRANDED SOLUTIONS, INC., |) | |
| |) | |
| Defendant. |) | |
| |) | |

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between (1) Plaintiffs Mary Bowser, Jennifer Tanaka and Kei Chibazakura (together the “Class Representatives”)¹, on behalf of themselves and all others similarly situated, and (2) Defendant Halo Branded Solutions, Inc. (“Defendant”). Class Representatives and Defendant are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Class Representatives are current or former employees of Defendant;

WHEREAS, Class Representatives allege that in November 2023, Defendant experienced a cybersecurity incident on its network in which an unauthorized third-party accessed and acquired sensitive information to approximately 7,305 individuals (the “Data Incident”);

¹ Jennifer Tanaka and Kei Chibazakura filed separate actions relating to the Data Incident which is the subject of this litigation. The Parties have agreed that they should be included as class representatives for the purposes of Settlement, and that their separately filed actions will be dismissed with prejudice in accordance with the terms laid out in this Agreement. Class Counsel is aware of no pending litigation relating to this Data Incident other than those cases filed by Ms. Tanaka and Ms. Chibazakura.

WHEREAS, on April 16, 2024, Mary Bowser filed a putative class action complaint in the Circuit Court for the Fourteenth Judicial Circuit in Whiteside County, Illinois, alleging that Defendant failed to adequately safeguard the private information of individuals saved in its systems. Plaintiff and the putative class sought monetary, declaratory, and equitable relief. On April 18, 2024, Jennifer Tanaka filed a putative class action complaint in the same Court and alleging similar and related facts and claims against Defendant. On April 15, 2024, Kei Chibazakura filed a putative class action complaint in the United States District Court for the Northern District of Illinois alleging similar and related facts and claims against Defendant. (collectively, the “Lawsuits”);

WHEREAS, the Parties engaged in extensive early dispute resolution discussions consisting of the exchanging of terms, numerous phone calls, and necessarily tough arms’-length negotiations;

WHEREAS, Defendant denies any wrongdoing and liability in connection with the Data Incident and maintains that it complied with all applicable laws;

WHEREAS, at the conclusion of their negotiations, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Data Incident rather than continue litigating the matter;

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

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

WHEREAS, the Parties and their respective counsel have engaged in arms'-length settlement negotiations and mutually desire to settle the Lawsuit fully, finally, and forever on behalf of the Settlement Classes and for the Released Claims (defined in Paragraph 11 below) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

WHEREAS, based on their evaluation of the facts and the law, Class Representatives and their counsel (hereinafter "Class Counsel") have agreed to settle the Lawsuit after considering such factors as: (1) the benefits to the Settlement Classes; (2) the risk, uncertainty, cost, and delay of litigation; (3) the merits of the litigation and (4) the desirability of obtaining relief for Class Representatives and the Settlement Classes now rather than later (or not at all);

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

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

CERTIFICATION OF SETTLEMENT CLASSES

1. **The Settlement Classes:**

The “Settlement Classes” are defined as follows:

All persons residing in the United States whose PII was compromised in the November 2023 Data Incident announced by HALO Branded Solutions, Inc. in March 2024 (the “Nationwide Class”).

All persons residing in California whose PII was compromised in the November 2023 Data Incident announced by HALO Branded Solutions, Inc. in March 2024. (the “California Subclass”).

Excluded from the Settlement Classes are: (a) Defendant’s officers and directors; and (b) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. The Settlement Classes may include as many as 7,305 individuals (each, a “Settlement Class Member”).

2. **Certification of Settlement Classes:** Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Classes for settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 19) does not occur.

RELIEF TO THE SETTLEMENT CLASS

3. **Relief to the Settlement Class:**

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

- i. *Credit Monitoring*: Defendant will provide to Claimants two years of three-bureau identity protection and credit monitoring service, including \$1 million in fraud protection insurance, free of charge.
- ii. *Compensation for Ordinary Monetary Losses*: Defendant will provide to Claimants compensation for the following unreimbursed losses, up to a total of \$1,000 per Settlement Class Member, provided the losses are fairly traceable to the Data Incident and were not previously reimbursed by a third party:
 - (a) Out of pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
 - (b) Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between November 1, 2023, and the date of the close of the Claims Period (as defined in Paragraph 4); and
- iii. *Compensation for Lost Time*: Defendant will provide Claimants compensation for up to five hours of lost time, at \$30/hour (\$150 maximum), for time reasonably spent responding to the Data Incident.
- iv. *Compensation for Extraordinary Monetary Losses*: Defendant will provide up to \$5,000 in compensation to each Settlement Class Member who was a victim of actual documented identity theft and submits a valid and timely claim form and who proves monetary loss directly arising from identity theft perpetrated on or against the Settlement Class member if:
 - (a) The loss is an actual, documented, and unreimbursed monetary loss;

- (b) The loss was fairly traceable to the Data Incident;
- (c) The loss occurred after November 1, 2023, and before the date of the close of the Claims Period (as defined in Paragraph 4);
- (d) The loss is not already covered as an “Ordinary” loss; and
- (e) The Settlement Class Members made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft protection.

v. *California Statutory Payment:* All members of the California Subclass to whom Defendant sent notice of the Data Incident to a mailing address in California may claim a cash payment of \$75, in addition to the benefits provide herein.

B. Settlement Class Members who submit a valid and timely claim form (the “Claim Form”), a copy of which is attached as Exhibit A, to the Claims Administrator (as defined in Paragraph 8) will receive their activation code for membership in Credit Monitoring. If a Settlement Class Member claims the subscription to the credit monitoring services, they must activate the service within 90 days from the date that the activation code is sent.

C. Compensation for the losses described in Paragraph 3(A)(ii) and (iv) shall be paid only if:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss was fairly traceable to the Data Incident;
- iii. The loss occurred after November 1, 2023, and before the date of the close of the Claims Period (as defined in Paragraph 4);

- iv. The Settlement Class Members made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft protection; and
- v. Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement. Class Members must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Claims Administrator.

D. Compensation for lost time described in Paragraph 3(A)(iii) is included in the \$1,000 cap on claims for ordinary out-of-pocket losses described in Paragraph 3(A)(ii), and shall be paid only if the Settlement Class Member:

- i. attests under the laws of his/her state that any claimed lost time was spent related to the Data Incident between November 1, 2023, and the close of the Claims Period (as defined in Paragraph 4); and
- ii. selects the appropriate boxes, noting both the amount of time spent, and for which activities listed or explained.

E. Claims for monetary losses and lost time will be subject to review for completeness, plausibility, and reasonable traceability to the Data Incident by the Claims Administrator. Settlement Class Members will have the opportunity to seek review by a third-party claims referee at Defendant’s expense if they dispute the Claims Administrator’s initial determination (as described in Paragraph 8(D)).

F. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages;

G. Business Practices Changes. Class Representatives have received assurances that Defendant has implemented or will implement certain reasonable steps to further strengthen the company's cyber resiliency. These security safeguards have or will include: upgraded managed detection and response services; asset and vulnerability management solutions; web filters; remote network management; enhanced security awareness training; updated password policies and protocols; performance of threat hunting; and integration of additional logging and alert monitoring.

4. **Claims Period:** Settlement Class shall have 90 days from the date that the Class Notice (as described in Paragraph 13) is issued to submit a valid claim form (the "Claims Period").

5. **Proof of Class Membership:** As proof of class membership, any Settlement Class Members filing a claim must submit the unique identifier provided by the Claims Administrator or an attestation under the penalty of perjury that they are a Settlement Class Member, that they received either the Notice of Data Incident letter or notice of this settlement, and provide the name and address to which either notice was sent.

6. **Claims Payments:**

A. Payments. Any payments will either be mailed to Settlement Class Members, at the address to which Notice was provided or to an address provided by the Settlement Class Member at the time of their claim submission or transmitted through an electronic payment method selected by the Class Member within 30 days following the Effective Date upon submission of a valid Claim Form.

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

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

D. Residual funds. All residual funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall revert back to, and be the property of, Defendant and/or its insurers at the conclusion of the settlement administration process. Such funds shall be transferred back to Defendant or its insurers within 10 business days of the close of the settlement administration period pursuant to wire instructions to be provided by counsel for Defendant. Residual funds shall not be subject to any non-claim statutes or any possible rights of forfeiture or escheat.

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

A. Attorneys' Fees and Costs.

Defendant agrees not to object to Plaintiffs' request for attorneys' fees to Class Counsel² in a total amount not to exceed a total of \$225,000, inclusive of costs ("Class Counsel Payment"). Class Counsel and Class Representatives agree not to seek or accept a Class Counsel Payment greater than \$225,000. Class Counsel will petition for approval of the Class Counsel Payment at least 14 days before the deadline for Settlement Class Members to exclude themselves or object, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$225,000.

The Court's consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court

² Class Counsel in this matter is Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and M. Anderson Berry of Clayco C. Arnold, APC.

reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement.

The Court-approved Class Counsel Payment will not affect any benefits provided to Settlement Class Members or Plaintiffs, and will be paid separate and apart from any other sums agreed to under this Settlement Agreement. Defendant will pay, or cause to be paid, the Court-approved Class Counsel Payment within 30 days of the Effective Date by wire transfer to the attorney trust account of Class Counsel so long as the necessary documentation is provided by Class Counsel. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Class Representatives, any Settlement Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

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

B. Service Award. Defendant agrees not to object to Class Representatives' request for a service award in an amount not to exceed \$2,000 for each Class Representative for the time

and effort expended on behalf of the Settlement Class (the “Service Award”). Class Counsel and Class Representatives agree not to seek or accept a Service Award greater than \$2,000. Class Counsel will petition for approval of the Service Award at least 14 days before the opt-out or objection deadline, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed a total of \$2,000 to each Class Representative. The Court-approved Service Award will not affect any benefit provided to Class Members, including Class Representatives. Defendant will pay, or cause to be paid, the Court-approved Service Award within 30 days of the Effective Date by check payable to “Markovits, Stock & DeMarco, LLC,” or by wire transfer pursuant to wire instructions provided by Class Counsel. Defendant’s obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer by Class Counsel. Class Representatives will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement.

SETTLEMENT ADMINISTRATION

8. Claims and Settlement Administration:

A. Claims Administrator. The Parties have selected RG2 Claims Administration LLC as the third-party claims administrator (“Claims Administrator”) to provide notice of the settlement to the Settlement Class and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (1) providing notification of the proposed settlement to the same population as Defendant’s pre-Lawsuit cybersecurity incident notification in a manner mutually agreeable to the Parties, which may

include email or direct mail notification; (2) creating and hosting a website, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the Complaint, the “Short Form Notices” and “Long Form Notice” of the settlement (attached hereto as Exhibits B and C, respectively), and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests for exclusion from Settlement Class Members; and (6) any other provision of the Settlement Agreement that relates to the settlement and settlement administration. Upon reasonable notice, the Claims Administrator and Defendant will make available for inspection by Class Counsel such information as reasonably necessary for Class Counsel to confirm that the Claims Administrator and Defendant have complied with the settlement administration aspects of the Settlement Agreement.

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

C. Cost of Settlement Administration. Defendant will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of settlement administration will not affect any benefit provided to Settlement Class Members,

including Class Representatives. Except for the Court-approved Class Counsel Payment and Court-approved Service Award, Defendant will not be responsible for, and will not pay, any additional costs or fees incurred by Class Representatives or Class Counsel with respect to the negotiation, implementation, or settlement administration, or any costs incurred by any Settlement Class Member in connection with participating in, opting out of, or objecting to the settlement.

D. Dispute Resolution.

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

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

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

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

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

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

RELEASE

- 10. **Release:**

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

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

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

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

now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Class Representatives and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

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

SETTLEMENT APPROVAL PROCESS

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

- A. Preliminarily approves the Settlement Agreement;
- B. Certifies the Settlement Class for settlement purposes only pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;
- D. Appoints the Claims Administrator in accordance with Paragraph 8;
- E. Approves the notice program (as described in Paragraphs 8 and 13 of the Settlement Agreement) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said notice program;
- F. Approves the Short Form Notice (Exhibit B) to be mailed to Settlement Class Members and the Long Form Notice (Exhibit C);

G. Approves the Claim Form (Exhibit A) and directs the Claims Administrator to conduct Settlement Administration in accordance with the provisions of the Settlement Agreement;

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

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

J. Appoints Plaintiffs as Settlement Class Representatives;

K. Appoints Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Terence R. Coates of Markovits, Stock & DeMarco, LLC, and M. Anderson Berry of Clayco C. Arnold, APC as Settlement Class Counsel; and

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

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

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

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

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

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

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

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

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

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

18. **Final Judgment and Order**: At the Final Approval Hearing, the Parties will ask the Court to enter final judgment (the “Final Judgment and Order”).

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

MISCELLANEOUS PROVISIONS

20. **Right to Terminate Settlement**: If more than two percent (2%) of the Settlement Class Members opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the Settlement Agreement. If Defendant elects to do so, it must provide written notice to Class Counsel no later than five (5) business days after the Claims Administrator reports the number of opt-outs. If Defendant opts to terminate the settlement agreement, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties’ settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Class Representatives in any manner.

21. **Integration and Drafting:** The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties.
22. **Amendment, Court Approval, Extensions:** The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.
23. **Construction:** The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.
24. **Integration of Exhibits:** The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.
25. **Counterparts:** The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.
26. **Advice of Counsel:** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
27. **No Evidence, No Admission:** In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the

Settlement Agreement nor any related negotiations will be offered or received as evidence, or as an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

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

29. **Cooperation in Effecting Settlement**: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement. Defendant agrees to provide confirmatory discovery establishing the appropriateness of the settlement terms. This confidential confirmatory discovery period will begin on the date of the execution of this Settlement Agreement and conclude not more than 30 days thereafter.

30. **Publicity**: Plaintiffs or their counsel shall not issue any press release or other public-facing statement or otherwise initiate press coverage of the Settlement. If contacted by the press, Plaintiffs and their counsel may respond generally by stating they are pleased that the Settlement was reached and that it was a fair and reasonable result. Notwithstanding the foregoing, the Parties may include on their websites or provide to Settlement Class Members the notice and any signed orders from the Court regarding the settlement and may respond to inquiries from Settlement Class

Members regarding the substance of the settlement; provided however, that such responses shall in no way be disparaging to a Party.

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

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

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

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

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

MARY BOWSER

Date: _____

JENNIFER TANAKA

Date: _____

KEI CHIBAZAKURA

Date: _____

Approved as to form:

**MARKOVITS, STOCK &
DEMARCO, LLC**

Attorneys for Class Representatives and the
Putative Settlement Class

Terence R. Coates

Date: _____


**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Attorneys for Class Representatives and the
Putative Settlement Class

Gary M. Klinger

Date: _____

HALO BRANDED SOLUTIONS, INC.



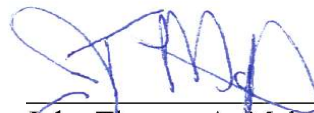
Signature

BY: Nicholas P. Jakubowski, Sr. VP, General Counsel
Name and Title

Date: December 9, 2024

POLSINELLI, PC

Attorneys for Defendant Halo Branded
Solutions, Inc.



John Thomas A. Malatesta, III

Date: December 10, 2024

MARY BOWSER

Date: _____

JENNIFER TANAKA

Date: _____

KEI CHIBAZAKURA

_____

Date: 12 / 06 / 2024

HALO BRANDED SOLUTIONS, INC.

Signature

BY: _____
Name and Title

Date: _____

Approved as to form:

**MARKOVITS, STOCK &
DEMARCO, LLC**

Attorneys for Class Representatives and the
Putative Settlement Class

Terence R. Coates

Date: _____

POLSINELLI, PC

Attorneys for Defendant Halo Branded
Solutions, Inc.

John Thomas A. Malatesta, III

Date: _____

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Attorneys for Class Representatives and the
Putative Settlement Class


_____
Gary M. Klinger

Date: October 24, 2024

MARY BOWSER

Date: _____

JENNIFER TANAKA


Date: 12 / 06 / 2024

KEI CHIBAZAKURA

Date: _____

Approved as to form:

**MARKOVITS, STOCK &
DEMARCO, LLC**

Attorneys for Class Representatives and the
Putative Settlement Class

Terence R. Coates
Date: _____

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

Attorneys for Class Representatives and the
Putative Settlement Class

Gary M. Klinger
Date: _____

HALO BRANDED SOLUTIONS, INC.

Signature

BY: _____
Name and Title

Date: _____


POLSINELLI, PC

Attorneys for Defendant Halo Branded
Solutions, Inc.

John Thomas A. Malatesta, III

Date: _____

MARY BOWSER


Mary Bowser (Dec 13, 2024 10:22 CST)

Date: 13/12/24

JENNIFER TANAKA

Date: _____

KEI CHIBAZAKURA

Date: _____

Approved as to form:

**MARKOVITS, STOCK &
DEMARCO, LLC**
Attorneys for Class Representatives and the
Putative Settlement Class


Terence Coates (Dec 13, 2024 11:22 EST)

Terence R. Coates

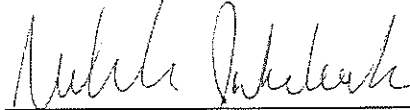
Date: 13/12/24

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
Attorneys for Class Representatives and the
Putative Settlement Class

Gary M. Klinger

Date: _____

HALO BRANDED SOLUTIONS, INC.


Signature

BY: Nicholas P. Jakubowski, Sr. VP, General Counsel
Name and Title

Date: December 9, 2024

POLSINELLI, PC
Attorneys for Defendant Halo Branded
Solutions, Inc.


John Thomas A. Malatesta, III

Date: December 10, 2024

CLAYEO C. ARNOLD, APC

Attorneys for Class Representatives and the
Putative Settlement Class



M. Anderson Berry

Date: 12/05/2024

EXHIBIT A

**IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS**

Mary Bowser v. HALO Branded Solutions, Inc.
Case No. 2024LA18 (Lead) – Consolidated with Case No: 2024LA19

HALO SETTLEMENT CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you were notified by mail of the Data Incident announced by Halo Branded Solutions, Inc. (“HALO”) in 2024. All Settlement Class members are eligible to receive two years of credit monitoring services provided by CyEx. If you had unreimbursed out-of-pocket expenses, unreimbursed extraordinary monetary losses, or lost time dealing with the aftermath of the Data Incident, you may get a check if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement Website, [INSERT WEBSITE], or call toll-free [INSERT PHONE #].

If you wish to submit a claim for a settlement benefit electronically, you may go online to the Settlement Website, [INSERT], and follow the instructions on the “Submit a Claim” page.

If you wish to submit a claim for a settlement benefit via standard mail, you need to provide the information requested below and mail this Claim Form to [INSERT], postmarked by [INSERT MONTH AND DAY], 2024. Please print clearly in blue or black ink.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

E-mail: _____

2. BENEFIT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and the Settlement Agreement (available for download at [\[INSERT WEBSITE\]](#)) for more information on who is eligible for a benefit and the nature of the expenses or losses that can be claimed.

To help us determine if you are entitled to a settlement benefit, please provide as much information as possible.

A. Verification of Class Membership

In order to allow the Claims Administrator to confirm your membership in the Class, you must provide either:

(1) The unique identifier provided in the Notice you received by mail or e-mail;

or

(2) name and physical address you provided to HALO for insurance, healthcare, or employment related purposes.

Thus, please **EITHER**:

(1) Provide the unique identifier provided in the Notice you received:
_____.

OR

(2) Provide your name _____ and physical address you provided to HALO for insurance, healthcare, or employment related purposes:
_____.

UPLOAD DOCUMENT [\[SETTLEMENT ADMINISTRATOR TO ADD\]](#)

B. Credit Monitoring and Identity Protection

All Settlement Class Members who submit a valid claim are eligible to receive two (2) years of credit monitoring and identity protection (“Credit Monitoring Protections”) provided by CyEx and paid for by HALO.

Do you wish to sign up for free Credit Monitoring Protections through CyEx?

☐ Yes, I want to sign up to receive free Credit Monitoring Protections.

Email Address: _____

If you select “yes” for this option, you will need to follow instructions and use an activation code that you receive after the Settlement is final. Credit Monitoring Protections will not begin until you use your activation code to enroll. Activation instructions will be provided

to your email address or, if you do not have an email address, to your home address.

C. California Statutory Claim Benefits

- ☐ You were a resident of the State of California at the time of the Data Incident.

Attestation (You must check the box below to obtain compensation for California statutory claim benefits)

- ☐ **I declare under penalty of perjury under the laws of the State of California that I was a resident of California at the time of the Data Incident.**

D. Out-Of-Pocket Expenses

Check the box for each category of out-of-pocket expenses or lost time that you incurred as a result of the Data Incident. Please be sure to fill in the total amount you are claiming for each category and attach the required documentation as described in **bold type** (if you are asked to provide account statements as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number). Please round total amounts down or up to the nearest dollar.

I. Compensation for Lost Time

- ☐ Between one (1) and five (5) hours of time reasonably spent responding to the Data Incident on or after November 1, 2023, and before the Claims Deadline (round up to the nearest hour and check only one box).

- ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours ☐ 5 Hours

Examples: You spent at least one (1) full hour calling customer service lines, writing letters or e-mails, or on the internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. Please note that the time that it takes to fill out this Claim Form is not reimbursable and should not be included in the total number of hours claimed.

Check all activities, below, which apply.

- ☐ Time spent obtaining credit reports.
- ☐ Time spent dealing with a credit freeze.
- ☐ Time spent dealing with bank or credit card fees.
- ☐ Time on the internet updating automatic payment programs due to new card issuance.
- ☐ Time spent dealing with fraudulent transactions.

- ☐ Time spent monitoring accounts.
- ☐ Time spent working with credit reporting bureaus regarding correction of credit reports.
- ☐ Other. Provide description(s) here:

To recover for lost time under this section, you must select one of the boxes above or provide a narrative description of the activities performed during the time claimed, and you must have at least one hour of lost time in order to claim this benefit.

Attestation (You must check the box below to obtain compensation for lost time)

- ☐ **I attest that I spent the number of hours claimed above making reasonable efforts to deal with the Data Incident.**

II. Compensation for Ordinary Monetary Losses up to a total of \$1,000.

- ☐ Unreimbursed fees or other charges from your bank or credit card company incurred on or after November 1, 2023, and before **[INSERT DATE]** (the “Claims Deadline”) due to the Data Incident.

| DATE | DESCRIPTION | AMOUNT |
|------|-------------|--------|
| | | |
| | | |

Examples: Unreimbursed overdraft fees, over-the-limit fees, late fees, or charges due to insufficient funds or interest.

[UPLOAD DOCUMENTS] Required: You must submit reasonable documentation supporting the above losses such as a copy of a bank or credit card statement or other proof of claimed fees or charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- ☐ Other unreimbursed incidental telephone, internet, mileage or postage expenses directly related to the Data Incident incurred on or after November 1, 2023, and before the Claims Deadline due to the Data Incident.

| DATE | DESCRIPTION | AMOUNT |
|------|-------------|--------|
| | | |
| | | |

Examples: Unreimbursed long distance phone charges, cell phone charges (only if charged by the minute), or data charges (only if charged based on the amount of data used).

[UPLOAD DOCUMENTS] Required: You must submit reasonable documentation supporting the above losses such as a copy of the bill from your telephone company, mobile phone company, or internet service provider that shows the charges (you may redact unrelated transactions and all but the first four and last four digits of any account number).

- ☐ Credit Reports or credit monitoring charges purchased on or after November 1, 2023, and before the Claims Deadline due to the Data Incident, but not previously covered by HALO. This category is limited to services purchased primarily as a result of the Data Incident and if purchased on or after November 1, 2023, and before the Claims Deadline, but not previously covered by HALO.

| DATE | COST |
|------|------|
| | |
| | |

Examples: The cost of a credit report(s) and/or credit monitoring that you purchased after hearing about the Data Incident.

[UPLOAD DOCUMENT] Required: You must submit reasonable documentation supporting the above losses such as a copy of a receipt or other proof of purchase for each product or service purchased (you may redact unrelated transactions). To recover costs of credit monitoring services activated between November 1, 2023, and the Claims Deadline incurred as a result of the Incident, you must submit either (1) a receipt showing a one-year subscription to a credit monitoring service between November 1, 2023 and the Claims Deadline incurred as a result of the Incident; or (2) receipts showing consecutive monthly payments to a credit monitoring service during the same period of time for as many months as you are claiming reimbursement for and an attestation that you intend to continue subscribing to such service for up to one year after the Claims Deadline if you are claiming reimbursement for

future expenses up to one year after the Claims Deadline.

III. Extraordinary Expenses

If you have expenses related to the Data Incident that are more than the value or different than the type of ordinary expenses covered in the categories in Section I above, you may be entitled to compensation for your extraordinary expenses up to a total of \$5,000. To obtain reimbursement under this category, you must attest to the following:

☐ I incurred out-of-pocket unreimbursed expenses or experienced losses related to fraud that occurred substantially more likely than not as a result of the Data Incident during the time period on or after November 1, 2023, through the end of the Claims Deadline other than those expenses covered by one or more of the categories above, and I made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to exhausting all available credit monitoring insurance and identity theft insurance.

| DATE | DESCRIPTION | AMOUNT |
|------|-------------|--------|
| | | |
| | | |

Examples: Fraudulent charges that were made on your credit or debit card account and that were not reversed or repaid even though you reported them to your bank or credit card company. *Note: Most banks are required to reimburse customers in full for fraudulent charges on payment cards that they issue.*

[UPLOAD DOCUMENTS] Required: The bank statement or other documentation reflecting the fraudulent charges or other unreimbursed expenses, as well as documentation reflecting the fact that the charge was fraudulent or the expense was related to fraud (you may redact unrelated transactions and all but the first four and last four digits of any account number). If you do not have anything in writing reflecting these facts (e.g., communications with your bank or a police report), please identify the approximate date that you reported any fraud, to whom you reported it, and the response.

Date reported: _____

Description of the person(s) to whom you reported the fraud:

☐ Check this box to confirm that you have exhausted all applicable insurance

policies, including but not limited to credit monitoring insurance and identity theft insurance, and that you have no insurance coverage for these fraudulent charges.

☐ Other unreimbursed out-of-pocket expenses that were incurred on or after November 1, 2023, and before the Claims Deadline as a result of the Data Incident that are not accounted for in your response above.

| DATE | DESCRIPTION | AMOUNT |
|------|-------------|--------|
| | | |
| | | |

Examples: This category includes any other unreimbursed expenses or charges that are not otherwise accounted for in your answers to the questions above, including any expenses or charges that you believe were the result of an act of identity theft.

[UPLOAD DOCUMENTS] Required: Describe the expense, why you believe that it is related to the Data Incident, and provide as much detail as possible about the date you incurred the expense(s) and the company or person to whom you had to pay it. Please provide copies of any receipts, police reports, or other documentation supporting your claim. The Claims Administrator may contact you for additional information before processing your claim.

☐ Check this box to confirm that you have exhausted all credit monitoring insurance and identity theft insurance you might have for these other unreimbursed out-of-pocket expenses before submitting this Claim Form.

E. Certification

I attest that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed at _____ [City], _____ [State] on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature:_____

Date:_____

F. Submission Instruction

Once you have completed all applicable sections, please mail this Claim Form and all required supporting documentation to the address provided below, postmarked by _____, **2024.**

Mary Bowser v. HALO Branded Solutions, Inc.

[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

EXHIBIT B

Notice of Pendency and Proposed Settlement of Class Action

Mary Bowser v. HALO Branded Solutions, Inc., Circuit Court for the Fourteenth Judicial Circuit of Whiteside County, Illinois Case No. 2024LA18 (Lead) – Consolidated with Case No. 2024LA19

If you were notified of a Data Incident impacting HALO Branded Solution’s System in 2024, you may be eligible for a payment from a class action settlement.

A Settlement has been reached in a class action lawsuit (“Lawsuit”) about a data incident that occurred in November 2023, which potentially exposed personally identifiable information (“PII”) of HALO Branded Solutions, Inc.’s (“HALO”) current and former employees (the “Data Incident”). The Lawsuit alleges that HALO was responsible for the Data Incident because it did not take appropriate care to protect PII it collected. HALO denies the claims and denies any wrongdoing.

HALO records show you are a likely member of the Settlement Class and/or California Settlement Subclass, which consists of those individuals who were potentially affected by the Data Incident. The Settlement will reimburse eligible Settlement Class members who submit claims for: (1) unreimbursed, documented out-of-pocket expenses that resulted from the Data Incident, up to a maximum of \$1,000 per person; (2) unreimbursed, documented extraordinary expenses that were caused by the Data Incident, up to a maximum of \$5,000 per person; (3) lost time fairly traceable to the Data Incident up to five (5) hours at \$30 per hour; and (4) two years of credit monitoring and identity theft insurance through CyEx. Additionally, eligible California Settlement Subclass members who submit claims and were residing in California at the time of the Data Incident will receive \$75.

If you are a Settlement Class and/or California Settlement Subclass member and you want to receive any benefits from the Settlement, you must complete and submit a Claim Form along with any required supporting information. Claim Forms can be found and completed on this website: www.SettlementURL.com. The deadline to submit a Claim Form is **Month 00, 20__.**

Settlement Class Members may also request exclusion from the Settlement or object to it. Requests for exclusion are due by **Month 00, 20__**. Settlement Class Members who do not request exclusion can object to the Settlement. Objections are due by **Month 00, 20__**. The Court will hold a Final Settlement Approval Hearing on **Month 00, 20__ at 00:00 a.m.** at the Fourteenth Judicial Circuit of Whiteside County, Illinois, Whiteside County Courthouse, 200 E. Knox Street, Morrison, IL 61270, Courtroom A, to consider whether to approve the Settlement. The Court will hear objections, determine if the Settlement is fair, and consider Class Counsel’s request for attorneys’ fees, costs, and expenses of \$225,000 and service awards of up to \$2,000 for each of the Representative Plaintiffs. You or your own lawyer may ask to appear at the hearing to be heard by the Court, but you do not have to. The motion for attorneys’ fees, costs, and expenses, and service awards for the Representative Plaintiffs, will be posted on www.SettlementURL.com after it is filed with the Court.

The Court has appointed the following Class Counsel to represent the Settlement Class and California Settlement Subclass in this Lawsuit: Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, 280 S. Beverly Dr., Beverly Hills, CA 90212, (917) 471-1894; Terence R. Coates of Markovits, Stock & Demarco, LLC, 119 E. Court St, Suite 530, Cincinnati, OH 45202, (513) 651-3700; and M. Anderson Berry of Clayco C. Arnold, APC, 865 Howe Ave., Sacramento, CA 95825, (916) 777-7777.

This is only a summary. For detailed information visit www.SettlementURL.com or call **1-000-000-0000**. You may also contact the Settlement Administrator at **HALO Settlement Administrator, PO Box 0000, City, State, Zip**.

EXHIBIT C

CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL DISTRICT
WHITESIDE COUNTY, ILLINOIS

Mary Bowser v. Halo Branded Solutions, Inc.
Case No: 2024LA18

If you are an individual whose personal information was potentially compromised in the Data Incident suffered by HALO Branded Solutions, Inc. in November 2023, a Class Action Settlement may affect your rights.

***An Illinois Circuit Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

A Settlement has been reached in a class action lawsuit concerning HALO Branded Solutions, Inc. (“HALO”) and a cyber-attack incident (the “Data Incident”) that occurred in November 2023. In the Data Incident, a third-party threat actor allegedly gained unauthorized access to HALO’s systems and viewed and exfiltrated sensitive files, which may have, but did not necessarily, include the personal identifiable information of certain HALO former and current employees.

The lawsuit is titled *Mary Bowser v. HALO Branded Solutions, Inc.*, Case No. 2024LA18 and is pending in the Circuit Court for the Fourteenth Judicial District of Whiteside County, Illinois. The lawsuit asserts claims related to the Data Incident. The Defendant in the lawsuit is HALO. Defendant denies it is or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise between the Parties to end the lawsuit.

Members of the Settlement Class are all individuals whose personal information was compromised in the Data Incident suffered by HALO in November 2023. The Settlement Class specifically excludes: (i) HALO’s officers and directors; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; (iv) all members of the judiciary to whom this case is assigned, as well as their immediate family members; and (v) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out.

Settlement Class Members are eligible to receive up to \$1,000 per person, in reimbursement for Out-of-Pocket Losses stemming from the Data Incident, for persons who file a Valid Claim, as further described below. The Settlement also provides up to five (5) hours at \$30 per hour of compensation for lost time reasonably expended as a result of the Data Incident. The Settlement also provides up to \$5,000 for proven monetary Extraordinary Expenses for Settlement Class Members who have incurred Extraordinary Expenses and who submit a Valid Claim. In addition, California Settlement Subclass Members are eligible for a separate, California statutory damages award in the amount of \$75. To redeem this benefit, California Settlement Subclass Members must submit a Claim Form and attest that they were a California resident at the time of the Data Incident. Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes: (i) three bureau credit monitoring and alerts; (ii) identity restoration and recovery services; and (iii) \$1,000,000 identity theft insurance with no deductible. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident.

QUESTIONS? CALL XXX – XXX - XXXX TOLL-FREE OR VISIT <<SETTLEMENT WEBSITE>>.

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

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|--|
| SUBMIT A CLAIM FORM | This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is (Claims Deadline) . |
| EXCLUDE YOURSELF FROM THE SETTLEMENT | By asking to be excluded, you will not share in this Settlement. This is the only option that allows you to keep any rights to sue Defendant about the same legal claims in this lawsuit. The deadline to exclude from the Settlement is (Exclusion Deadline) . |
| OBJECT TO THE SETTLEMENT | Write to the Court explaining why you do not agree with the Settlement. The deadline to object is (Objection Deadline) . You may also elect to personally appear and orally state your objection at the Final Approval Hearing. |
| ATTEND THE FINAL APPROVAL HEARING | You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on _____. |
| DO NOTHING | By doing nothing, you forfeit the opportunity to receive any compensation and you give up any rights to sue Defendant, and certain parties related to Defendant, about the claims that have been or could have been asserted based on the facts alleged in this lawsuit. |

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

For complete details, please see the Settlement Agreement, whose terms control, available at **<<Settlement Website>>**.

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes Final.

BASIC INFORMATION

What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment, identity-theft protection and credit monitoring as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge James F. Heuerman of the Fourteenth Circuit Court for Whiteside County, Illinois is overseeing this class action. The case is called *Mary Bowser v. HALO Branded Solutions, Inc.*, Case No. 2024LA19.

Mary Bowser, Jennifer Tanaka, and Kei Chibazakura are the Representative Plaintiffs or Settlement Class Representatives. The company they sued, HALO, is the Defendant.

What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Mary Bowser, Jennifer Tanaka, and Kei Chibazakura—sue on behalf of a group of people who have similar claims. Together, this group is called a “Settlement Class” and consists of “Settlement Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

What is this lawsuit about?

The Plaintiffs claim that Defendant experienced a targeted cyber-attack that allowed access to Defendant’s computer systems and data, which resulted in the compromise of personal identifiable information belonging to current and former employees.

Defendant denies that it is or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendant’s responses can be found in the “Court Documents” section of the settlement website at <<Settlement Website>>.

Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Representative Plaintiffs and Plaintiffs’ Counsel, attorneys for the Settlement Class Members, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by Defendant.

WHO'S INCLUDED IN THE SETTLEMENT?

How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if your personal information was compromised in the Data Incident suffered by HALO in November 2023. Eligible Settlement Class Members will have been mailed notice of their eligibility and Settlement Class membership will be verified against that mailed list. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at XXX-XXX-XXXX or by visiting the settlement website at <<Settlement Website>>.

This Settlement Class does not include: (i) HALO's officers and directors; (ii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; (iii) all members of the judiciary to whom this case is assigned, as well as their immediate family members; and (iv) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out.

THE SETTLEMENT BENEFITS

What does the Settlement provide?

This Settlement provides reimbursement for the following documented out-of-pocket losses and lost time, if not already reimbursed through any other source and caused by the Data Incident, not to exceed one thousand dollars (\$1,000) per Settlement Class Member: (i) unreimbursed documented bank fees; (ii) unreimbursed long distance phone charges; (iii) unreimbursed cell phone call charges (only if charged by the minute) and data charges (only if charged based on amount of data used); (iv) postage; (v) gasoline for local travel; (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between November 1, 2023 and the date of the close of the Claims Period. The Settlement also provides compensation for attested-to unreimbursed lost time spent reasonably responding to the Data Security Incident, at the rate of thirty dollars (\$30) per hour for up to five (5) hours. Members of the Settlement Class must attest on the Claim Form to the time spent. No documentation other than a verified description of their actions shall be required for members of the Settlement Class to receive compensation for attested time.

Additionally, HALO shall reimburse, as provided for below, each Settlement Class Member in the amount of his or her proven loss, but not to exceed five thousand dollars (\$5,000) per claim (and only one claim per Settlement Class Member), for a monetary out-of-pocket loss that occurred as a result of the Data Incident if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) the loss was fairly traceable to the Data Security Incident; (c) the loss occurred after November 1, 2023 and before the date of the close of the Claims Period; (d) the loss is not already covered by the "Compensation for Ordinary Losses" category; and (e) the claimant made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance. The total of all amounts recovered under this paragraph shall not exceed \$5,000 per Settlement Class Member. Settlement Class Members with claims under this paragraph may also submit claims for benefits for documented out-of-pocket losses and lost time.

QUESTIONS? CALL XXX - XXX - XXXX TOLL-FREE OR VISIT <<SETTLEMENT WEBSITE>>.

In addition to the above benefits, California Settlement Subclass Members are eligible for a separate, California statutory damages award. The amount awarded to California Settlement Subclass Members who submit a Valid Claim shall be seventy-five dollars (\$75). To redeem this \$75 benefit, California Settlement Subclass Members must submit a Claim Form and attest that they were a California resident at the time of the Data Incident about which they were notified by HALO.

Settlement Class Members are eligible to receive two (2) years of identity-theft protection and credit monitoring services, which includes three bureau credit monitoring and alerts. This is in addition to the credit monitoring services previously offered to individuals who were notified of the Data Incident. Settlement Class Members must affirmatively request identity-theft protection services by indicating such request on the Claim Form, and codes will be sent either to an e-mail address provided by the Settlement Class Members or, if they do not have an e-mail address, mailed to the address provided on the Claim Form. Protection and monitoring provided shall include, at a minimum:

1. Credit monitoring at all three major credit reporting agencies: Equifax, Experian, and TransUnion.
2. Identity restoration and recovery services.
3. \$1,000,000 in identity theft insurance with no deductible.

Settlement Class Members can enroll for these identity protection and credit monitoring services whether or not they are eligible for a monetary recovery under this Settlement.

HOW TO GET BENEFITS

How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at <<Settlement Website>> or by USPS mail. Claim Forms are only available through the settlement website at <<Settlement Website>>.

Claims will be subject to a verification process. You will need the Class Member ID provided on the front of your Short Notice to fill out a Claim Form. **All Claim Forms must be received online or postmarked on or before <<Claim Deadline>>.**

When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for <<Hearing Date>> at **TIME**. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Claims Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient. Eligible claims will be paid to Settlement Class Members electronically unless a Settlement Class Member chooses to receive payment by written check. All checks will expire and become void 120 days after they are issued.

THE LAWYERS REPRESENTING YOU

QUESTIONS? CALL XXX – XXX - XXXX TOLL-FREE OR VISIT <<SETTLEMENT WEBSITE>>.

Do I have a lawyer in this case?

Yes, the Court has appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Terence R. Coates of Markovits, Stock, & DeMarco, LLC, and M. Anderson Berry of Clayco C. Arnold, APC. as “Class Counsel” to represent the Settlement Class.

Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

How will the lawyers be paid?

Class Counsel has agreed to request, and HALO has agreed to pay, subject to Court approval, the amount of two hundred twenty-five thousand dollars (\$225,000) to Class Counsel for attorneys’ fees and costs and expenses. Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys’ fees, costs, and expenses awarded by the Court among Class Counsel. The Defendant shall pay the Court-approved amount of attorney’s fees, costs, expenses and service awards to Representative Plaintiffs to an account established by Class Counsel within 45 days after the entry of an order of Final Approval (the “Initial Payment Date”), regardless of any appeal that may be filed or taken by and Settlement Class Member or third party.

Class Counsel will also request Service Award Payments of up to two thousand dollars (\$2,000) for each of the Plaintiff Representatives. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Plaintiff Representatives. The Court may award less than the amounts requested. Whether the Settlement will be finally approved does not depend on whether or how much the Court awards in attorneys’ fees, costs, and expenses or service awards.

YOUR RIGHTS AND OPTIONS

What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue the Defendant or certain entities related to Defendant about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included release. The release releases:

Defendant and related persons and entities from any and all claims and causes of action pleaded or that could have been pleaded, known or unknown, reasonably related to the Data Security Incident as alleged in the Class Action Complaint filed in this action.

This is true regardless of whether you submit a Claim Form. You can read the Settlement Agreement at <<Settlement Website>>. However, you may exclude yourself from the Settlement. If you exclude yourself from the Settlement, you will not be bound by any of the terms of the Settlement.

QUESTIONS? CALL XXX – XXX - XXXX TOLL-FREE OR VISIT <<SETTLEMENT WEBSITE>>.

What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Data Incident. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or certain entities related to the Defendant for the claims or legal issues resolved in this Settlement.

What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating: (1) the name of the proceeding, *Mary Bowser v. HALO Branded Solutions, Inc.*, Case No. 2024LA19. (2) your full name; (3) your current address; (4) your personal signature; and (5) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than <<Exclusion Date>>, to the following address:

Mary Bowser v. HALO Branded Solutions, Inc.
c/o [Insert Administrator Name]
P.O. Box XXXXX
[ADDRESS]

You cannot exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims being resolved by this Settlement even if you do nothing.

If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. The objection may be in writing unless you personally appear and orally state your objection at the Final Approval Hearing. All written objections must include (i) the objector's full name, address, telephone number, and email

QUESTIONS? CALL XXX – XXX - XXXX TOLL-FREE OR VISIT <<SETTLEMENT WEBSITE>>.

address (if any); (ii) the case name and docket number, *Mary Bowser v. HALO Branded Solutions, Inc.*, Circuit Court for the Fourteenth Judicial Circuit of Whiteside County, Illinois Case No. 2024LA18 (Lead), consolidated with Fourteenth Judicial Circuit Case No. 2024LA19; (iii) 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 original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than **<<Objection Date>>**, to Class Counsel and to HALO's counsel as set forth below. For all objections mailed to Class Counsel and counsel for HALO, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement:

| Plaintiff's Counsel | Defense Counsel |
|--|---|
| Terence R. Coates Markovits, Stock, & DeMarco, LLC 119 E. Court Street, Suite 530 Cincinnati, Ohio 45202 | Kevin M. Hogan Polsinelli PC 150 N. Riverside Plaza, Suite 3000 Chicago, Illinois 60606 |

What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **Hearing Date and Time** at the **Courthouse Address**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Plaintiffs' Counsel for attorneys' fees, costs, and expenses and the Service Award Payments to the Settlement Class Representatives.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the settlement website, **<<Settlement Website>>**, or through the Court's publicly available docket. You should check the settlement website to confirm the date and time have not been changed.

QUESTIONS? CALL **XXX – XXX - XXXX** TOLL-FREE OR VISIT **<<SETTLEMENT WEBSITE>>**.

Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

May I speak at the Hearing?

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at <<Settlement Website>>.

YOU MAY CONTACT THE CLAIMS ADMINISTRATOR ONLINE AT <<Settlement Website>>, BY CALLING TOLL-FREE AT, XXX-XXX-XXXX OR WRITING TO:

Mary Bowser v. HALO Branded Solutions, Inc.

c/o [CLAIMS ADMIN]

P.O. Box XXXXX

[ADDRESS]

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

EXHIBIT D

**STATE OF ILLINOIS
IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
WHITESIDE COUNTY, ILLINOIS**

**IN RE HALO BRANDED SOLUTIONS,
INC. DATA BREACH LITIGATION**

Lead Case No. 2024LA18

This Document Relates To: All Actions

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ and Class Representatives’ Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement and Release between Plaintiffs and Class Representatives Mary Bowser, Jennifer Tanaka, and Kei Chibazakura and Defendant HALO Branded Solution, Inc. (“Halo” or “Defendant”); (together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of her Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

Certification of the Settlement Classes.

1. The Court has conducted a preliminary evaluation of the terms set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Classes meets all applicable requirements of 735 ILCS 5/2-801 for settlement purposes only, including that the Settlement Classes are sufficiently numerous, that there are questions of law and fact common to members of the Settlement Classes that predominate, that the proposed Class

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Representatives and Class Counsel will fairly and adequately protect the interest of the Settlement Classes, and that a class action is an appropriate method for the fair and efficient adjudication of the Action.

2. Pursuant to 735 ILCS 5/2-801 and for settlement purposes only, the Court certifies the following Settlement Classes, consisting of:

All persons residing in the United States whose PII was compromised in the November 2023 Data Incident announced by Halo Branded Solutions, Inc. in March 2024. (the “Nationwide Class”).

All persons residing in California whose PII was compromised in the November 2023 Data Incident announced by Halo Branded Solutions, Inc. in March 2024. (the “California Subclass”).

Excluded from the Settlement Classes are: (1) Defendant’s officers and directors; and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff. The Settlement Classes may include as many as 7,305 individuals (each, a “Settlement Class Member”).

Settlement Class Representatives and Settlement Class Counsel.

3. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Mary Bowser, Jennifer Tanaka, and Kei Chibazakura as Class Representatives.

4. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel: Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Terence R. Coates of Markovits, Stock & Demarco, LLC, and M. Anderson Berry of Clayco C. Arnold, APC.

Preliminary Settlement Approval.

5. Upon preliminary review of the Settlement Agreement, the Court finds that (1) there is good cause to believe that the Settlement Agreement is fair, reasonable and adequate; (2) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (3) the Settlement warrants Notice of its material terms to the Settlement Classes for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

Final Approval Hearing.

6. A Final Approval Hearing shall be held on _____, 202____, at the Whiteside County Courthouse, Courtroom B, 200 E. Knox Street, Morrison, IL, where the Court will, among other things, determine: (1) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (2) whether judgment should be entered for the claims of the Class Representatives, including the claims of Class Members who have not requested exclusion from the Settlement Classes; (3) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (4) whether to approve the payment of an incentive award to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members.

Claims Administration and Notice.

7. The Court appoints RG2 Claims Administration LLC as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

8. The Court approves, as to form, content, and distribution, the Notice plan and all forms of Notice to the Settlement Classes as set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and C** and finds that such Notice complies fully with the requirements of 735 ILCS 5/2-803. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Classes of the pendency of the Action, the terms of the Settlement Agreement, and the right to object to the Settlement Agreement and to exclude themselves from the Settlement Classes. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting the publication.

9. The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

Exclusion from Class.

10. Any Settlement Class Member who wishes to be excluded from the Settlement Classes must submit a valid and timely Request for Exclusion. Valid Settlement Class Member Requests for Exclusion must (1) state a full name, current address, and telephone number; (2) contain the Settlement Class Member's signature; and (3) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Classes, does not wish to be a Settlement Class Member, and elects to be excluded from any judgement entered pursuant to the Settlement; and (4) be postmarked no later than 60 days from the date the Class Notice is issued. All persons falling within the definition of the Settlement Classes who do not request to be excluded from the Settlement Classes in the manner described in this Paragraph shall

be bound by the terms of the Settlement Agreement. Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court. All Persons who submit valid and timely requests to be excluded from the Settlement Classes shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement.

11. If Defendant terminates the Settlement Agreement according to its terms, the Parties shall return to their respective positions immediately prior to entering into the Settlement Agreement and the Parties' settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiffs in any manner.

Right to Object.

12. Any Settlement Class Member who objects to the settlement may appear in person, at their own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Class Counsel and Defendant's counsel written objections that include: (1) the title of the case; (2) the objector's name, address, and telephone number; (3) all legal and factual bases for any objection; and (4) copies of any documents that the objector wants the Court to consider. Should the objector wish to appear at the Final Approval Hearing, they must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on their behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights they may have to appear separately and/or object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for

any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment Order approving the Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Illinois Rules of Appellate Procedure and not through a collateral attack.

Claims Process.

13. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice Plan.

14. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Long Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Long Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Judgment and Order, including the releases contained therein.

Termination of Settlement.

15. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (1) the Court does not enter this Preliminary Approval Order; (2)

Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; (3) there is no Effective Date; or (4) otherwise consistent with the terms of the Settlement Agreement. In such event, (1) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (2) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (3) 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*.

Use of Order.

16. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

Continuance of Hearing.

17. The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Classes. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Administrator. The Court may approve the Settlement, with such modifications

as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Classes.

Stay of Action.

18. All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

Schedule and Deadlines.

19. The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

| | |
|--|--|
| <u>Grant of Preliminary Approval</u> | |
| Defendants provide list of Settlement Class Members to the Settlement Administrator | 7 days after Preliminary Approval |
| Notice Date | 30 days after Preliminary Approval |
| Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award | 14 days before Objection and Opt-Out Deadlines |
| Objection Deadline | 60 days after Notice Date |
| Opt-Out Deadline | 60 days after Notice Date |
| Claims Deadline | 90 days after Notice Date |
| <u>Final Approval Hearing</u> | 120 days after Preliminary Approval Order |
| Motion for Final Approval | 14 days before Final Approval Hearing Date |
| Settlement Administrator Provide Notice of Opt-Outs and/or Objections | 14 days before Final Approval Hearing Date |

SO ORDERED THIS _____ DAY OF _____, 2024.

James F. Heuerman
Circuit Judge