

STATE OF MICHIGAN
17TH JUDICIAL CIRCUIT
KENT COUNTY

CARLOS DIAS JR. AND ERIKA WOOLEY, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACRISURE, LLC.

Defendant.

Case No. 24-02304-NZ

Judge Scott A. Noto

Rec'd & Filed

OCT 25 2024

KENT COUNTY
CIRCUIT COURT

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND MEMORANDUM IN SUPPORT**

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Plaintiffs Carlos Dias, Jr. and Erika Wooley (“Plaintiffs”) submit this Memorandum in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement.

I. INTRODUCTION

On July 2, 2024, this Court preliminarily approved a settlement for a Settlement Class of approximately 36,000 individuals. The Settlement provides tailored and timely relief—including two years of credit monitoring services, compensation for unreimbursed losses up to \$4,000 per person, and compensation for lost time up to \$100 (at a rate of \$25 per hour for up to four hours). There is no cap on settlement benefits, meaning that all valid claims will be paid in full. Additionally, the Settlement mandates that Acrisure pay for improvements to its data security systems. Critically, these improvements will be paid for by Acrisure *separate and apart* from all other settlement benefits. Atticus Administration, LLC (“Atticus”) has implemented the Court-approved Notice Plan and direct notice has reached approximately 96.41% of the Settlement Class. Declaration of Bryn Bridley Regarding Notice and Settlement Administration (“Admin. Decl.”) ¶ 7. The reaction from the Settlement Class has been overwhelmingly positive, which is not surprising given the strength of the Settlement. While the claims period remains open, the deadline to opt out of or object to the Settlement was October 15, 2024, and to date, Atticus has received no opt-outs or objections to the Settlement. *Id.* ¶10.

The Settlement is an excellent result for the Settlement Class. Accordingly, Plaintiffs respectfully request the Court finally approve the Parties’ Settlement Agreement and enter an order that:

- (1) Grants final certification of the Settlement Class for purposes of settlement only;
- (2) Finally Appoints Plaintiffs Carlos Dias, Jr. And Erika Wooley as Class Representatives;

- (3) Finally Appoints Milberg Coleman Bryson Phillips Grossman, PLLC, Greenwald Davidson Radbil, PLLC, and Strauss Borrelli PLLC as Settlement Class Counsel;
- (4) Finds that the Notice met the requirements of MCR 3.501(C);
- (5) Finds that the terms of the Settlement Agreement are fair, reasonable, and adequate and are approved, adopted, and incorporated by the Court;
- (6) Directs the Parties and their respective attorneys, and the Claims Administrator to consummate the Settlement in accordance with the [Proposed] Final Approval Order and the terms of the Settlement Agreement; and
- (7) Resolves all claims as to all Parties and Class members in this action and issue the [Proposed] Final Approval Order;

II. CASE SUMMARY

A. Initial Investigation and Communications

Acrisure is a financial technology and insurance company that provides its customers with financial services solutions for insurance, reinsurance, cybersecurity services, and more.¹ Acrisure has its principal place of business at 100 Ottawa Ave. SW, Grand Rapids, Michigan and is incorporated at 3410 Belle Chase Way, Suite 600, Lansing, Michigan. In the ordinary course of its regular business operations, Defendant collected and maintained the Personal Information of Plaintiffs and Settlement Class Members. Plaintiffs allege the Security Incident, which occurred between December 1, 2022 and January 28, 2023, occurred when unauthorized person(s) accessed Acrisure's computer network containing their Personal Information.

¹ Our Company, Acrisure, <https://www.acrisure.com/who-we-are>

B. Procedural Posture

On December 8, 2023, Plaintiff Carlos Dias, Jr. filed a putative class action (the “*Dias* Action”) in the Western District of Michigan relating to the Security Incident. On December 11, 2023 Erika Wooley filed a putative class action (the “*Wooley* Action”) in the Western District of Michigan, relating to the Security Incident. Plaintiffs each sought monetary and equitable relief in their respective complaints. These actions were later dismissed and Plaintiffs refiled their complaint in this court on March 6, 2024.

Shortly after filing their complaints, the Parties determined that early negotiations could be beneficial. After months of arms’ length negotiations, the Parties agreed to a term sheet describing the essential terms of the Settlement Agreement. Declaration of Gary. M. Klinger in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Klinger MPA Dec.”) at ¶ 23-24. The Parties continued to negotiate the finer terms of the settlement and over the next several months the Parties diligently drafted, negotiated, and finalized the Settlement Agreement, and Notice forms, and agreed upon a Claims Administrator. *Id.* at ¶ 27.

On July 2, 2024, this Court granted preliminary approval to the Settlement. Since that time, the Court-approved Notice Program has been implemented and the class has reacted favorable to the Settlement. Plaintiffs now seek final approval of the Settlement.

III. SUMMARY OF SETTLEMENT

A. Settlement Class

The Settlement Class includes all individuals, or their respective successors or assigns, who reside in the United States and whose Personal Information was impacted by the Security Incident. Settlement Agreement (“SA”) at ¶ 33.

B. Settlement Benefits

The Settlement negotiated on behalf of the Class provides for multiple forms of relief. Pursuant to the Settlement, Class Members may claim two years of Credit Monitoring Services, as well as compensation for unreimbursed losses up to a total of \$4,000. *Id.* ¶¶ 41-42. As part of the \$4,000 in Unreimbursed Losses, Settlement Class Members may claim up to four hours of lost time spent dealing with issues related to the Security Incident, which will be reimbursed at a rate of \$25 per hour. *Id.* ¶ 42(b). Acrisure will also provide equitable relief in the form of information security enhancements, the cost of which will be paid by Defendant separate and apart from all the other settlement benefits. *Id.* ¶ 43.

Claims for Compensation for Unreimbursed Losses provide expense reimbursement for out-of-pocket expenses up to \$4,000 per Class Member, incurred as a result of the Security Incident include, but are not limited to: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; up to four (4) hours of documented lost time spent dealing with the Data Breach, *e.g.*, time spent monitoring accounts or otherwise dealing with issues related to the Security Incident (calculated at the rate of \$25 per hour). *Id.* at ¶ 42(b). Settlement Class Members will also be offered the opportunity to enroll in two years of Credit Monitoring Services to include credit monitoring through one national credit reporting bureau and with at least \$1,000,000 in identity theft insurance. *Id.* at ¶ 41.

The additional equitable relief—provided for in the form of information security enhancements—has been designed to better protect Plaintiffs’ and Class Members’ private information and personal health information in the future and will be paid for separate and apart from other benefits provided to Settlement Class Members. *Id.* at ¶ 43.

The Settlement benefits are provided in exchange for a release of claims reasonably related to the Security Incident.

IV. NOTICE IMPLEMENTATION

Before final approval can be granted, MCR 3.501(C) requires that reasonable notice be given to the Class in such a manner as the Court directs. Due Process requires that the notice provided to the Settlement Class is “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Notice “need only be reasonably calculated . . . to apprise interested parties of the pendency of the settlement proposed and to afford them an opportunity to present their objections.” *UAW v. Gen. Motors Corp.*, No. 05-CV-73991-DT, 2006 WL 891151, at *33 (E.D. Mich. Mar. 31, 2006) (citation omitted). Pursuant to MCR 3.501(C)(5) the notice program in this case provided Class Members with; (a) a general description of the action, including the relief sought, and the names and addresses of the representative parties; (b) a statement of the right of a member of the class to be excluded from the action by submitting an election to be excluded, including the manner and time for exercising the election; (c) a description of possible financial consequences for the class; (d) a general description of any counterclaim or notice of intent to assert a counterclaim by or against members of the class, including the relief sought; (e) a statement that the judgment, whether favorable or not, will bind all members of the class who are not excluded from the action; (f) a statement that any member of the class may

intervene in the action; (g) the address of counsel to whom inquiries may be directed; and (h) other information the court deems appropriate

Due Process does not require that every class member receive notice, and a notice plan is reasonable if it reaches at least 70% of the class. *Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008); Fed. Judicial Ctr., Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide 3 (2010); see also *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2009 WL 5184352, at *12 (W.D. Ky. Dec. 22, 2009) (finding notice plan to be "the best notice practicable" where combination of mail and publications notice reached 81.8% of the class). The Notice Plan here meets this standard, as it provided direct notice to 96.41% of the Settlement Class. Admin. Decl., ¶ 7.

Pursuant to the Settlement, on July 12, 2024, Atticus received a data file from Defense Counsel that contained the name, address, and membership number for 35,162 United States residents or their respective successors or assigns, whose Personal Information was impacted by the cybersecurity incident affecting Acrisure in December 2022 ("Settlement Class List,"). Admin. Decl., ¶ 4. Atticus reviewed the Settlement Class List and found no omissions or issues in its content. *Id.* Prior to sending Notice, Atticus processed the Settlement Class List through the National Change of Address database maintained by the United States Postal Service ("USPS"). This process returns address updates for anyone who has filed change of address cards with the USPS anytime in the past four (4) years. *Id.* ¶ 5.

On August 16, 2024, Atticus caused Notice in the form of a postcard ("Short Form Notice") to be sent by U.S. first class mail to 35,162 Settlement Class Members. *Id.* ¶ 6. Of the 35,162 Short Form Notices mailed, 2,015 were returned to Atticus as undeliverable. *Id.* ¶ 7. Of the undeliverable pieces received, two (2) included forwarding address information and were promptly remailed to

the addresses received. *Id.* The remaining 2,013 undeliverable records were sent to a professional service for address tracing. Trace addresses were obtained for 803 undeliverable records and were not obtained for the other 1,210. *Id.* Short Form Notices were promptly remailed to the 805 address updates, 52 of which were again returned to Atticus as undeliverable a second time. *Id.* In sum, 33,900 or 96.41% of the Short Form Notices were successfully mailed. *Id.*

The Short Notice included an overview of the Settlement terms, the options available to Class Members, the benefits provided, and the Settlement Website and toll-free number where additional Settlement information could be obtained. *Id.* ¶ 6.

The Short Notice directed Settlement Class Members to the Settlement Website, which includes answers to frequently asked questions, access to viewable, printable, and downloadable copies of the complete “Long Form Notice,” Claim Form, and other settlement documents filed with the Court, a summary of the key dates and deadlines in the settlement, contact information for Atticus, and access to an online Claim Form where Settlement Class Members can complete and submit claims electronically. *Id.* ¶ 8. As of October 22, 2024, the website has received 7,393 visits. *Id.*

Atticus also established a toll-free telephone number (1-888-217-2745) as the settlement information line for this matter. *Id.* ¶ 9. The telephone number was activated in conjunction with the Short Form Notice mail date and is answered by Atticus’ customer support specialists during normal business hours. *Id.* Settlement Class Members who call the toll-free line after hours or when a specialist is unavailable are given the option to leave a voicemail message and receive a return call from the support team. *Id.*

The reaction to the Settlement has been positive. As noted above, the claims period remains open until November 14, 2024, however the deadline to opt out of or object to the Settlement

passed on October 15, 2024, and as of October 22, 2024, Atticus has received no objections to, or requests to opt out of, the Settlement. *Id.* ¶ 10.

V. THE SETTLEMENT CLASS MEETS THE REQUIREMENTS OF MCR 3.501 AND SHOULD BE CERTIFIED

A. The MCR 3.501(A)(1) Requirements are Met for Settlement Purposes

Numerosity and Ascertainability. The first prerequisite is that the “class is so numerous that joinder of all members is impracticable.” MCR 3.501(A)(1)(a). “In most cases, a class in excess of forty members will do.” *Curry v. SBC Commc’ns, Inc.*, 250 F.R.D 301, 310 (E.D. Mich. 2008). The Settlement Class includes roughly 33,162 individuals, *see supra*, satisfying the numerosity requirement for purposes of settlement. The Class is also ascertainable, as Acrisure knows the identity of each of these Class Members. *See Kinder v. Nw. Bank*, 278 F.R.D. 176, 182 (W.D. Mich. 2011) (class must be “sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member”).

Commonality. MCR 3.501(A)(1)(b) is satisfied when questions of law or fact are common to the class, the resolution of which will bring a class-wide resolution. It may be indicated when the claims all “depend upon a common contention,” with a single common question sufficing. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011). The common contention must be capable of class-wide resolution and the “determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.* Here, Plaintiffs’ claims turn on the adequacy of Acrisure’s data security measures. Evidence to resolve that claim does not vary among Class Members, and so can be fairly resolved, for purposes of settlement, for the entire Class at once.

Typicality. A class representative’s claims must be typical of those of other class members. MCR 3.501(A)(1)(c). Plaintiffs satisfy the typicality requirement where their “claim arises from

the same event or practice or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theory.” *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 561 (6th Cir. 2007). Typicality assesses “whether a sufficient relationship exists between the injury to the named plaintiff and the conduct affecting the class, so that the court may properly attribute a collective nature to the challenged conduct.” *Sprague v. General Motors Corp.*, 133 F.3d 388, 399 (6th Cir. 1998). The claims need not be identical; rather, they need only “arise from the same course of conduct.” *Bittinger v. Tecumseh Prods. Co.*, 123 F.3d 877, 884 (6th Cir. 1997). The “court must inquire whether the interests of the named plaintiff are aligned with those of the represented group, such that in pursuing his own claims, the named plaintiff will also advance the interests of the class members.” *Garner Properties & Mgmt., LLC v. City of Inkster*, 333 F.R.D. 614, 623 (E.D. Mich. 2020). Plaintiffs allege that each Settlement Class Member had their PII compromised as a result of the Data Incident and were thus impacted by the same allegedly inadequate data security that Plaintiffs allege harmed the rest of the Class. Thus, Plaintiffs’ pursuit of their own claims necessarily advances the interests of the Class, satisfying the typicality requirement.

Adequacy. Class representatives must fairly and adequately protect the interests of the class. MCR 3.501(A)(1)(d). “Class representatives are adequate when it appears that they will vigorously prosecute the interest of the class through qualified counsel . . . which usually will be the case if the representatives are part of the class and possess the same interest and suffer the same injury as the class members.” *UAW v. Gen. Motors Corp.* 497 F3d 615, 626 (6th Cir. 2007). The preliminarily-approved Representatives have no conflict, have participated actively, and are represented by attorneys experienced in class actions, including data breach cases. Class Counsel regularly engage in consumer privacy cases, have the resources necessary to prosecute this case,

and have frequently been appointed lead class counsel in data breach cases and other class actions. *See* Declaration of Gary M. Klinger in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (“Klinger Decl.”) ¶ 2-21. Class Counsel have devoted substantial resources to this action: investigating Plaintiffs’ claims; obtaining and analyzing Plaintiffs’ detailed personal records; analyzing the scope of the Data Incident and Acrisure’s privacy policies, remedial steps, and financial condition; and, ultimately, negotiating a Settlement that provides meaningful relief for the Class in the face of substantial litigation risks. Klinger Decl. ¶ 28. Class Counsel have vigorously prosecuted this case and will work diligently on behalf of the Class throughout the administration process.

Superiority. Certification of this suit as a class action is superior to other methods to fairly, adequately, and efficiently resolve the claims here. MCR 3.501(A)(2) lays out several aspects the court will consider in determining whether a class action is superior, but ultimately, as one federal court said, “The superiority requirement of Rule 23(b)(3) is met if the class action is a better way than individual litigation to adjudicate a claim.” *Calloway v. Caraco Pharm. Labs., Ltd.*, 287 F.R.D. 402, 407- 08 (E.D. Mich. 2012). Such is especially true in situations which “vindicat[e] the rights of groups of people who individually would be without effective strength to bring their opponents into court at all.” *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 617 (1997). Adjudicating individual actions here is impracticable: the amount in dispute per person is too small given the complexity of the issues, and costs for document review, technical issues, and experts. Individual damages are insufficient to allow such actions—at least not with the aid of adequate counsel. Such prosecution would delay resolution, and may lead to inconsistent rulings.² Thus, the

² The Court need not consider trial manageability. *Amchem*, 521 U.S. at 620 (“with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems”).

Court should certify the Class pursuant to MCR 3.501(A)(1). W&F does not oppose class certification for settlement purposes only.

VI. THE SETTLEMENT SHOULD BE FINALLY APPROVED

MCR 3.501(E) provides that a class action lawsuit may not be dismissed or compromised without approval of the court. Under Michigan law, a trial court may approve a class action settlement if the settlement is fair, reasonable, and adequate. *Adelman v. Compuware Corp.*, 2017 WL 6389899, at *1 (Mich. Ct. App. Dec. 14, 2017). In making this determination, courts consider the Federal Rule 23(e)(2) factors which are whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate; and (D) the proposal treats class members equitably relative to each other. In determining whether the relief provided is adequate, courts must consider: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, and; (iii) the terms of any proposed award of attorney's fees, including timing of payment. In addition to these factors, we will examine the factors looked at by federal courts in the Sixth Circuit, as outlined in *UAW v. Gen. Motors Corp.* 497 F3d 615 (6th Cir. 2007). “(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.” *UAW*, 497 F.3d at 631.

The Settlement Agreement reached by the Parties here meets the standards set forth by MCR 3.501 and Michigan courts, and warrants final approval.

A. Federal Rule 23(e)(2) Factors Weigh in Favor of Final Approval

The Settlement easily satisfies the Rule 23(e)(2) factors. First, as explained, Plaintiffs and Class Counsel have adequately represented the Class and secured an excellent result. Class Counsel filed their Motion for Attorneys' Fees, Costs, and Service Awards to the Class Representatives on October 1, 2024, further detailing the reasonableness of their fee request. Second, the Settlement was negotiated at arm's-length over the course of several months and the Parties exchanged information sufficient to adequately assess the strengths and weaknesses of the case. *Id.* Third, the relief provided is clearly adequate when taking into account the factors listed in Federal Rule 23. The Settlement provides a substantial recovery for the Settlement Class and does so without additional delay and the uncertainty of litigation. Fourth, all Settlement Class Members are treated equally. Each Settlement Class Member has the opportunity to make a claim for the same benefits under the Settlement Agreement. Accordingly, all Settlement Class Members are treated equitably and have the same opportunity to participate in the Settlement.

B. The Sixth Circuit *UAW* Factors Weigh in Favor of Final Approval

- i. The Settlement Agreement is the result of informed, non-collusive, arm's length negotiations between the Parties.

Courts recognize that arm's length negotiations conducted by competent counsel are prima facie evidence of fair settlements. "[T]here is a presumption in favor of the settlement when there has been arm's length bargaining among the parties, sufficient discovery has taken place to enable class counsel to evaluate accurately the strengths and weaknesses of the plaintiff's case, only a few members of the class object and their relative interest is small." *Adelman*, 2017 WL 6389899, at *2. Indeed, settlements are regularly granted approval where a court finds that they are the product of informed, non-collusive, arm's length negotiations. *See, e.g., Sheick v. Auto. Component Carrier, LLC*, 2010 WL 3070130, at *13 (E.D. Mich. Aug. 2, 2010) ("[N]egotiations of the

Settlement Agreement were conducted at arm's-length by adversarial parties and experienced counsel, which itself is indicative of fairness, reasonableness, and adequacy.”); *Bronson v. Bd. of Educ. of Cincinnati*, 604 F. Supp. 68, 78 (S.D. Ohio 1984) (approving settlement where there was no hint of collusion in the negotiating process).

The settlement here is the result of intensive arm's length negotiations between attorneys experienced in both class actions generally, and data breach cases in particular. *See* Klinger MPA Dec. ¶ 2-21. The Settlement Agreement was only finalized after months of arm's length negotiations back and forth between counsel for the Parties. Klinger Dec. ¶ 24. As such, this factor weighs in favor of preliminary approval.

- ii. Continued litigation will result in increased cost, complexity, and substantial risk for Plaintiffs and Settlement Class Members.

The value achieved through the Settlement Agreement is guaranteed, whereas the chances of prevailing on the merits are uncertain. While Plaintiffs strongly believe in the merits of their case, they also understand that Defendant will assert a number of potentially case-dispositive defenses. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Because the “legal issues involved in [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues.” *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-2522 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015).

While Plaintiffs are confident in the merits of their claims—it is obvious that their success at trial is far from certain. Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

iii. Discovery has Advanced Far Enough to Allow the Parties to Resolve the Case Responsibly.

Here, the Parties exchanged information that would have contained the same information produced in formal discovery related to the issues of class certification and summary judgment; and thus, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses. Class Counsel’s experiences in similar matters, as well as the efforts made by counsel on both sides, confirm that they are sufficiently well apprised of the facts of this action and their respective cases in order to make an intelligent analysis of the Settlement.

iv. Plaintiffs Face Real Risks if the Litigation Proceeded

The fourth *UAW* factor is “the likelihood of success on the merits.” *UAW*, 497 F.3d at 631. Should litigation continue, Acrisure would certainly contest class certification, and move for summary judgment on various issues. There would be a risk of maintaining class status through trial. At the time of Settlement, the Court had not yet certified a class, and the Parties anticipate that such a determination would only be reached after lengthy discovery and exhaustive class certification briefing—likely years down the line. Even if the Court did certify a class, Acrisure would likely challenge certification and subsequently move to decertify, forcing additional rounds of briefing. Risk, expense, and delay permeate such a process. In Class Counsel’s experience, these additional steps in litigation can take years to resolve. The proposed Settlement eliminates this risk, expense, and delay and awards Class Members payment promptly. This factor favors final approval.

v. Class Counsel and Class Representatives Support the Settlement

The fifth *UAW* factor is “the opinions of class counsel and class representatives.” *UAW*, 497 F.3d at 631. “The endorsement of the parties’ counsel is entitled to significant weight, and supports the fairness of the class settlement.” *UAW v. Ford Motor Co.*, No. 07-CV-14845, 2008 WL 4104329, at *18 (ED Mich, August 29, 2008). Here, both Class Counsel and Plaintiffs support the Settlement. See Klinger Decl., ¶¶ 30-31. They do so, because, as explained, this Settlement is an excellent result for Class Members in light of defenses likely to be raised by Acrisure. This *UAW* factor therefore also favors final approval.

vi. The Reaction of Absent Class Members is Positive

In most class settlements, a small number of opt-outs and objections “are to be expected” and do not impact a settlement’s fairness. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003); *see also Olden v. Gardner*, 294 F. App’x 210, 217 (6th Cir., 2008) (inferring that most “class members had no qualms” with settlement where 79 out of 11,000 class members objected). But here, not a single Class Member has opted out or objected to the Settlement, indicating excellent support from the Settlement Class. This *UAW* factor therefore plainly weighs in favor of final approval. *See, e.g., Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (“[T]he fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness.”); *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *4 (E.D.N.Y. Nov. 20, 2012) (“The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness.”).

vii. The Settlement Serves the Public Interest

The seventh and final *UAW* factor is the “public interest.” *UAW*, 497 F.3d at 631. “[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable and settlement conserves judicial resources.” *In re Cardizem*, 218 F.R.D. at 530. Further, when individual class members seek a relatively small amount of statutory damages, “economic reality dictates that [their] suit proceed as a class action or not at all.” *Eisen*, 417 U.S. at 161. Society undoubtedly has a strong interest in incentivizing attorneys to bring complex litigation that is necessary to protect the privacy of individuals’ most personal information. In fact, class action litigation in this area is the most realistic means of obtaining recovery on behalf of the entire Class. This factor therefore supports final approval.

C. CONCLUSION

For the above reasons, Plaintiffs respectfully request this Court grant Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and enter the Final Approval Order submitted herewith.

Dated: October 25, 2024

Respectfully submitted,

By: /s/ Nick Suci
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*Counsel for Plaintiffs and
the Proposed Class*

** Admitted Pro Hac Vice*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing document was served via electronic mail on October 25, 2024, to Defendant's counsel of record:

SHOOK HARDY & BACON LLP

Alfred J. Saikali

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Ara K. Ayvazian

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/s/ Nick Suci _____

Nick Suci

STATE OF MICHIGAN
17TH JUDICIAL CIRCUIT
KENT COUNTY

CARLOS DIAS JR. AND ERIKA WOOLEY,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACRISURE, LLC.

Defendant.

Case No. 24-02304-NZ

Judge Scott A. Noto

Rec'd & Filed

OCT 25 2024

KENT COUNTY
CIRCUIT COURT

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Plaintiffs' Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiffs ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on July 2, 2024, the Court entered an Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Settlement

Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on November 8, 2024, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Michigan Court Rule 3.501 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to

the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Award Payments to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.

2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All individuals, or their respective successors or assigns, who reside in the United States and whose Personal Information was impacted by the Security Incident.

Excluded from the Settlement Class are (i) Acrisure, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

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

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendant to pay, subject to the approval and award of the Court, the reasonable

attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Michigan Court Rule 3.501 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payments to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Michigan Rules of Court, the Michigan Constitution, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, no potential Settlement Class Members have requested to be excluded from the Settlement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. No objections were filed by Settlement Class Members.

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

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

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

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

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein,

each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

“Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the facts alleged in the Complaint or subsequent operative complaint, Acrisure’s information security policies and practices, or Acrisure’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

“Released Parties” means Acrisure and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Acrisure’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

“Releasing Parties” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behalves.

“Unknown Claims” means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PLAINTIFFS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEFENDANT.

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

18. Neither Defendant nor its Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim against any person other than Plaintiffs and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by Plaintiffs, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

19. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

20. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Settlement Class Representative in the amount of \$1,500.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

21. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

22. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees in the amount of \$150,000.00 and costs of up to \$1,686.16 Payment shall be made pursuant to the terms of the Settlement Agreement.

23. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or

any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

24. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and 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 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Litigation.

25. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

26. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

27. This Order resolves all claims against all Parties in this action and is a final order.

28. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated

Judge Scott A. Noto

STATE OF MICHIGAN
17TH JUDICIAL CIRCUIT
KENT COUNTY

CARLOS DIAS JR. AND ERIKA WOOLEY,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACRISURE, LLC.

Defendant.

Case No. 24-02304-NZ

Judge Scott A. Noto

Rec'd & Filed

OCT 25 2024

KENT COUNTY
CIRCUIT COURT

**DECLARATION OF GARY M. KLINGER IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

I, Gary M. Klinger, hereby declare the following is true and accurate and based on my personal knowledge:

1. I am an adult, I have personal knowledge of the facts stated herein, and I am competent to so testify.
2. I am currently a partner of the law firm Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg"). I am counsel at Milberg for the proposed Settlement Class. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"). Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

Counsel Qualifications

3. I have extensive experience prosecuting complex class actions, especially in data breach litigation. I have been licensed to practice law in the State of Illinois since 2010, am a member of the bars of numerous federal district and appellate courts,

4. I have extensive experience in class action litigation generally and data breach class actions in particular. My experience, and that of my law partners, is described below.

5. Milberg Attorneys have served as Lead Counsel, Co-Counsel, or Class Counsel on hundreds of complicated and complex class actions.

6. These cases recently include cutting-edge litigation, including: *In re Dealer Management Systems Antitrust Litigation*, Case No. 1:18-cv-00864 (N.D. Ill. 2018) (appointed co-lead counsel; partial settlement of \$29.5 million, case on-going); *In re Seresto Flea & Tick Collar Marketing, Sales Practices, & Products Liability Litigation*, Case No. 1:21-cv-04447 (N.D. Ill. 2021) (appointed co-lead counsel; case on-going); and *Carder v. Graco Children's Products, Inc.*, Case No. 2:20-cv-00137 (N.D. Ga. 2020) (appointed interim co-lead counsel; case on-going)

7. With respect to privacy cases, Milberg is presently litigating more than fifty (50) cases across the country involving violations of the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., privacy violations, data breaches, and ransomware attacks. Milberg Attorneys have served as Lead Counsel, Co-Counsel, or Class Counsel on data breach and privacy litigations, including *In re Blackbaud, Inc. Consumer Data Security Breach Litigation*, MDL 2972, Case No. 3:20-mn-02972 (D.S.C. 2020) (appointed co-lead counsel; case on-going).

8. Milberg Attorneys have also participated in other data breach and privacy litigation, recently, which includes: *Veiga v. Respondus, Inc.*, Case No., 1:21-cv-02620 (N.D. Ill. 2021); *Dickerson v. CDPQ Colonial Partners, L.P., et. al*, Case No. 1:21-cv-02098 (N.D. Ga. 2021); *In*

re Wawa, Inc. Data Security Litig., Case No. 2:19-cv-06019 (E.D. Pa. 2019); *Whalen v. Facebook, Inc.*, Case No. 4:20-cv-06361 (N.D. Cal. 2020); and *K.F.C. v. Snap, Inc.*, No. 21-2247 (7th Cir. 2021).

9. It is noteworthy that, just in the time since 2020 through the present, I (either individually, or as a member of the law firms in which I have been a partner during that timeframe) have been appointed class counsel in over 100 data breach and/or data privacy cases, including, but not limited to the matters listed in the attached **Exhibit A**.

10. I obtained final approval of a class-wide settlement for a major data breach class action involving more than six million consumers. *See Carrera Aguallo v. Kemper Corp.*, No. 1:21-cv-01883 (N.D. Ill. Oct. 27, 2021) (appointed co-lead counsel, obtained preliminary approval of a \$17.6 million dollar settlement to resolve similar data breach class action claims against Kemper Corporation in a case involving more than six million class members).

11. I served as one of two Court-appointed Lead Counsel in the data breach case, *In re Canon U.S.A. Data Breach Litigation*, No. 1:20-cv-06239-AMD-SJB (S.D.N.Y., filed Dec. 23, 2020).

12. I was also appointed Co-Lead Counsel in the data breach case, *In re Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.), which involved more than one million class members and was finally approved on a class-wide basis for a \$4.35 million settlement.

13. I also served as co-lead counsel in the consolidated data breach litigation styled, *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.), which involved more than 2.4 million class members and was finally approved on a class-wide basis for a \$4.75 million settlement.

14. I was also recently appointed co-lead counsel to represent more than three million class members in another major data breach class action in the Seventh Circuit. *See In re Arthur J. Gallagher Data Breach Litig.*, No. 1:21-cv-04056 (N.D. Ill.).

15. I have successfully litigated privacy class actions through class certification. *In Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *1 (N.D. Ill. June 25, 2018), where I certified, over objection, a nationwide privacy class action involving more than one million class members.

16. In addition to concentrating my practice on class action litigation involving consumer, privacy, and product liability matters, I also make substantial efforts to stay apprised of the current law on these issues. In recent years, I have attended various legal training seminars and conferences, such as the dri™ conference for Class Actions, The Consumer Rights Litigation Conference and Class Action Symposium, as well as attended various seminars offered by Strafford on class action issues.

17. I am also a member of the International Association of Privacy Professionals and a Certified Information Privacy Professional (CIPP/US).

18. I graduated from the University of Illinois at Urbana-Champaign in 2007 (B.A. Economics), and from the University of Illinois College of Law in 2010 (J.D., cum laude). While at the U of I College of Law, I was a member of, and ultimately appointed as the Executive Editor for the Illinois Business Law Journal. My published work includes: *The U.S. Financial Crisis: Is Legislative Action the Right Approach?*, Ill. Bus. L. J. (Mar. 2, 2009).

19. I am presently pursuing my Master of Laws (LLM) in Data Privacy and Cybersecurity from the University of Southern California Gould School of Law.

20. I became licensed to practice law in the State of Illinois in 2010 and am a member of the Trial Bar for the Northern District of Illinois, as well as the U.S. Bankruptcy Court for the Northern District of Illinois. Additionally, I am admitted to practice in federal courts across the country, including, but not limited to, the U.S. District Courts for the District of Colorado, the Central District of Illinois, the Northern District of Illinois, Northern District of Indiana, Southern District of Indiana, Eastern District of Michigan, and the Eastern District of Texas.

21. Collectively, counsel have litigated dozens of successful class actions, including dozens of data breach class actions, and their respective law firms will continue to fully commit the resources necessary to represent the Class.

22. In the sections that follow, I will detail the hard-fought negotiations that resulted in the Agreement now before the Court for final approval. As described below, the Settlement provides significant relief to Members of the Settlement Classes, and I and my co-counsel strongly believe that it is favorable for the Settlement Class. It is, in the opinion of the undersigned, fair, reasonable, adequate, and in the best interests of the Settlement Class Members and is worthy of final approval.

The Class Settlement

History of Negotiations

23. This Settlement came about as the result of protracted, arms' length negotiations. Throughout the negotiations, Defendant was ably represented by the well-regarded defense firm with experience in cyber-security investigation and litigation.

24. A Settlement was reached in this matter only after months of hard-fought, arm's-length negotiations, which included a full day mediation session at which a Settlement could not be reached.

25. Despite the early stage of litigation, Plaintiffs here were able to complete an independent investigation of the facts to reach a full understanding of the value of the case, as well as the attendant risks of continued litigation through the exchange of informal discovery. Throughout the course of the litigation and settlement discussions, the parties exchanged informal discovery related to class size and information shared in the data incident as well as Acrisure's privacy policies, remedial steps, and financial condition .

26. While negotiations were always collegial and professional between the Parties, there is no doubt that the negotiations were also adversarial in nature, with both Parties strongly advocating their respective client's positions.

27. After months of arms' length negotiations, the Parties agreed to a term sheet describing the essential terms of the Settlement Agreement. The Parties diligently continued to draft and negotiate the Settlement Agreement, and the Agreement and the various exhibits thereto ("S.A.") were ultimately finalized and signed in April 2024.

28. Class Counsel have devoted substantial resources to this action: investigating Plaintiffs' claims; obtaining and analyzing Plaintiffs' detailed personal records; analyzing the scope of the Data Incident and Acrisure's privacy policies, remedial steps, and financial condition; and, ultimately, negotiating a Settlement that provides meaningful relief for the Class in the face of substantial litigation risks.

29. I believe Plaintiffs have no conflicts of interest with the other members of the Settlement Class, Plaintiffs had their Personal Information allegedly comprised by the Website Usage Disclosure in the same manner as the other Class Members, and Plaintiffs share the Settlement Class's interests of maximizing their recovery and preventing future harm.

30. I believe, and my co-counsel believes, that the Settlement is fair, reasonable, and adequate and provides significant benefits for Plaintiff and the Settlement Class Members, and I strongly support the Settlement.

31. Plaintiffs also strongly believe that the Settlement is favorable for the Settlement Class, and is fair, reasonable, and adequate, and worthy of final approval.

32. My years of experience representing individuals in complex class actions—including privacy actions—contributed to an awareness of Plaintiffs’ settlement leverage, as well as the needs of Plaintiffs and the proposed Settlement Class. I believe that Plaintiffs would ultimately prevail in the litigation on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals. It is my individual opinion, based on my substantial experience, that the Settlement provides significant relief to the Settlement Class Members and warrants the Court’s final approval.

33. Class Counsel believes this Settlement is a positive resolution for the Settlement Class and falls comfortably within the range of reasonableness and represents a fair and reasonable discount from the potential recovery. It is also my considered opinion that the Claim Form, Short Notice, and Long Notice accurately and plainly explain the Settlement Benefits and how to obtain them, offer a clear opportunity for members of the Settlement Class to exclude themselves if they so choose, and provide a mechanism for the Settlement Class to share their opinions about the Settlement with the Court.

* * * * *

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Dated: October 25, 2024

/s/ Gary M. Klinger
Gary M. Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

EXHIBIT A

1. *Kenney et al. v. Centerstone of America, Inc.*, Case No. 3:20-cv-01007 (M.D. Tenn.) (appointed co-class counsel in data breach class action settlement involving over 63,000 class members; final approval granted Aug. 2021);
2. *Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D.N.Y.) (class counsel in a data breach class action settlement; final approval granted Feb. 2021);
3. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted Dec. 2020);
4. *Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case No. 50742-A (42nd District Ct., Taylor Cnty., Tex.) (appointed class counsel; settlement valued at over \$7 million; final approval granted Feb. 2021);
5. *Jackson-Battle v. Navicent Health, Inc.*, Case No. 2020-CV-072287 (Super. Ct. of Bibb Cnty., Ga.) (appointed class counsel in data breach case involving 360,000 patients; final approval granted Aug. 2021);
6. *Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2- 00217-14 (Grays Harbor Cnty. Super. Ct., Wash.) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted Sept. 2020);
7. *Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA (King Cnty. Super. Ct., Wash.) (appointed class counsel in data breach case, final approval granted September 2021);
8. *Klemm et al. v. Maryland Health Enterprises Inc.*, Case No. C-03-CV-20-022899 (Cir. Crt. Baltimore Cnty., Md.) (appointed class counsel; final approval granted November 2021);
9. *In re: GE/CBPS Data Breach Litigation*, Case No. 1:2020-cv-02903 (S.D.N.Y.) (appointed co-lead counsel in nationwide class action);
10. *Nelson, et al. v. Idaho Central Credit Union*, Case No. CV03-20-00831 (Bannock Cnty., Id.) (appointed co-lead counsel in data breach class action involving 17,000 class members; granted final approval of settlement valued at \$3.3 million);
11. *In Re: Canon U.S.A. Data Breach Litigation*, Case No. 1:20-cv-06239- AMD-SJB (E.D.N.Y.) (appointed co-lead counsel, final approval granted);
12. *Suren et al. v. DSV Solutions, LLC*, Case No. 2021CH000037 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed Settlement Class Counsel, final approval granted Sept. 267, 2021);
13. *Chacon v. Nebraska Medicine*, Case No. 8:21-cv-00070-RFR-CRZ (D. Neb.) (appointed

- class counsel in data breach settlement, final approval granted Sept. 2021);
14. *Aguallo et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.) (appointed Co-lead Counsel, final approval granted of \$17.1 million class settlement);
 15. *In re: Herff Jones Data Breach Litigation*, Case No. 1:21-cv-1329-TWP- DLP (S.D. Ind.) (appointed co-lead counsel in data breach involving over 1 million persons; preliminary approval of \$4.35 million settlement granted Jan. 2022);
 16. *In Re: CaptureRx Data Breach Litigation*, Case No. 5:21-cv-00523-OLG (W.D. Tex.) (appointed co- lead counsel in data breach case involving over 2.4 million class members; preliminary approval of \$4.75 million settlement granted Feb. 2022);
 17. *In re Arthur J. Gallagher Data Breach Litigation*, Case No. 1:21-cv-04056 (N.D. Ill.) (appointed co- lead counsel in data breach case involving over 3 million class members);
 18. *Heath v. Insurance Technologies Corp.*, Case No. 21-cv-01444 (N.D. Tex.) (\$11 million settlement for a major data breach involving more than 4 million consumers);
 19. *Hough v. Navistar, Inc.*, Case No.: 2021L001161 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.); (appointed co-lead class counsel; final approval granted May 2022);
 20. *Clark v. Mercy Hospital, et al*, Case No. CVCV082275 (Iowa Dist. Ct, Johnson Cnty.) (appointed class counsel; final approval granted July 2022);
 21. *Myschka, et al v. Wolfe Clinic, P.C. d/b/a Wolfe Eye Clinic*, Case No. CVCI011151 (Iowa Dist. Ct., Marshall Cnty.) (appointed class counsel; final approval granted June 2022);
 22. *Devine, et al v. Health Aid of Ohio, Inc.*, Case No. CV-21-948117 (Ct. of Common Pleas, Cuyahoga Cnty., Ohio) (appointed class counsel; final approval granted September 2022);
 23. *Davidson v. Healthgrades Operating Company, Inc.*, Case No. 1:21-cv-01250- RBJ (D. Colo.), (appointed class counsel; final approval granted August 2022);
 24. *Bodie v. Capitol Wholesale Meats, Inc.*, Case No. 2022CH000020 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted March 2022);
 25. *Culp v. Bella Elevator LLC*, Case No. 2021-CH-00014 (Ill. 10th Jud. Cir. Ct., Peoria Cnty.) (appointed class counsel; final approval granted May 2022);
 26. *Cain, et al. v. OSF Healthcare*, Case No. 21-L-00231 (Ill. 10th Jud. Cir. Ct., Peoria Cnty.) (appointed settlement class counsel; final approval granted January 2023);
 27. *Nelson, et al. v. Bansley & Kiener*, Case No. 2021-CH-06274 (Ill. Cir. Ct., Cook Cnty.) (appointed class counsel; final approval granted November 2022);

28. *Steen v. The New London Hospital Association, Inc.*, Case No. 217-2021-CV-00281 (Merrimack Super. Ct., N.H.) (appointed class counsel; final approval granted January 2023);
29. *Summers II v. Sea Mar Community Health Ctrs.*, Case No. 22-2-00773-7 SEA (King Cnty. Super. Ct., Wash.) (appointed class counsel; final approval granted December 2022);
30. *In re Forefront Data Breach Litigation*, Master File No. 1:21-cv-00887-LA (E.D. Wis.) (appointed settlement class counsel; final approval granted March 2023);
31. *Engle v. Talbert House*, Case No.: A2103650 (Crt. of Common Pleas, Hamilton Cnty., Ohio) (appointed class counsel; final approval granted February 2023);
32. *Henderson et al. v. San Juan Regional Medical Center*, Case No. D-1116-CV- 2021-01043 (11th Jud. Dist. Ct., San Juan Cnty., N.M.) (appointed class counsel; final approval granted March 2023);
33. *Cathy Shedd v. Sturdy Memorial Hospital, Inc.*, Civ. Action No: 2173 CV 00498 (Mass. Super. Ct.) (appointed class counsel; final approval granted February 2023);
34. *Hawkins et al. v. Startek, Inc.*, Case No. 1:22-cv-00258-RMR-NRN (D. Colo.) (appointed class counsel; final approval granted April 2023);
35. *McHenry v. Advent Health Partners, Inc.*, Case No. 3:22-cv-00287 (M.D. Tenn.) (appointed settlement class counsel; final approval granted April 2023);
36. *Beasley et al. v. TTEC Services Corporation*, Case No. 1:22-cv-00097-PAB-STV (D. Colo.) (appointed class counsel; preliminary approval granted May 2023);
37. *Boyd v. Public Employees Credit Union*, Case No. 1:22-cv-00825-LY (W.D. Tex.) (appointed class counsel; final approval granted June 9, 2023);
38. *Charlie et al. v. Rehoboth McKinley Christian Healthcare Services*, Case No. 1:21-00652-SCY-KK (D.N.M.) (appointed class counsel; final approval granted July 2023);
39. *Sharma et al. v. Accutech Systems Corporation*, Case No. 18C02-2210-CT-000135 (Del. Cir. Ct., Del. Cnty., Ind.) (appointed class counsel; final approval granted November 2023);
40. *Simmons et al. v. Assistcare Home Health Services, LLC*, Index No. 511490/2021 (N.Y. Supr. Ct., Kings Cnty.) (appointed settlement class counsel; final approval granted August 2023);
41. *Bailey et al. v. Alacrity Solutions Group, LLC*, Case No. 29D03-2204-PL-002383 (Ind. Super. Ct., Hamilton Cnty.) (appointed class counsel; final approval granted June 2023);
42. *Retsky et al. v. Super Care, Inc d/b/a/ Supercare Health*, Case No. 22STCV16267 (CA

- Superior Ct., Los Angeles Cnty.) (appointed class counsel; final approval granted August 2023);
43. *In re Medical Review Institute of America, LLC, Data Breach Litigation*, Case No. 2:22-cv-0082-DAK-DAO (D. Utah) (appointed co-lead class counsel; final approval granted August 2023);
 44. *Colon v. Creative Ventures Inc.*, Case No. 2023LA000177 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed settlement class counsel; final approval granted September 2023);
 45. *Jones v. Horizon House, Inc.*, Case No. 01767, Control No. 23030116 (Ct. of Common Pleas, Philadelphia Cnty., 1st Jud. Dist., Pa.) (appointed class counsel; final approval granted Nov. 20, 2023);
 46. *Keefe, et al v. Froedtert Health, Inc.*, Case No. 2023CV001935 (Cir. Ct. of Wisc., Milwaukee Cnty.) (appointed settlement class counsel; final approval granted September 29, 2023);
 47. *Reynolds, et al v. Marymount Manhattan College*, Case No. 1:22-cv-06846 (S.D.N.Y.) (appointed settlement class counsel; final approval granted October 20, 2023);
 48. *Borre v. O'Hare Towing Systems, Inc.*, Case No. 2020-CH-02865 (Ill. Circ. Ct., Cook Cnty.) (appointed settlement class counsel; final approval granted 10/25/2023);
 49. *In re: Novant Health, Inc.*, Case No. 1:22-cv-00697 (M.D.N.C.) (appointed class counsel; final approval granted June 6, 2024);
 50. *Lukis, et al v. OnePlus USA Corp.*, Case No. 2023LA000573 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted February 21, 2024);
 51. *Charitat v. Pape-Dawson Engineers, Inc.*, Case No. 2022C121570 (438th Jud. Dist. Ct. of Tex., Bexar Cnty.) (appointed class counsel; final approval granted Nov. 13, 2023);
 52. *Cline, et al v. Inline Network Integration LLC*, Case No. 2023LA000402 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted Dec. 13, 2023);
 53. *Czarnionka v. The Epoch Times Association, Inc.*, Case No. 1:22-cv-06348-AKH (S.D.N.Y.) (appointed class counsel; preliminary approval granted Jan. 22, 2024);
 54. *Sherwood, et al v. Horizon Actuarial Services, LLC*, Case No. 1:22-cv-01495-ELR (N.D. Ga.) (appointed class counsel; final approval granted April 2, 2024);
 55. *Prevost, et al v. Roper St. Francis Healthcare*, Case No. 2021-CP-10-01754 (9th Jud. Cir. Ct. of S.C., Ct. of Common Pleas) (appointed co-class counsel; final approval granted May 2, 2024);

56. *Perry v. Bay & Bay Transportation Services*, Case No. 22-973-JRT/ECW (D. Minn.) (appointed class counsel; final approval granted Jan. 23, 2024);
57. *In re C.R. England, Inc. Data Breach Litigation*, Case No. 2:22-cv-374-DAK-JCB (D. Utah) (appointed class counsel; final approval granted March 18, 2024);
58. *Hoover v. Camping World Group, LLC, et al*, Case No. 2023LA000372 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted May 23, 2024);
59. *Guy v. Convergent Outsourcing, Inc.*, Case No. C22-1558-MJP (W.D. Wash.) (appointed class counsel; preliminary approval granted Feb. 20, 2024);
60. *Farley, et al v. Eye Care Leaders Holdings, LLC*, Case No. 1:22-cv-468 (M.D.N.C.) (appointed class counsel; final approval granted June 27, 2024);
61. *Parris, et al v. Meta Platforms, Inc.*, Case No. 2023LA000672 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted March 7, 2024);
62. *Kaether, Scott v. Metropolitan Area EMS Auth. d/b/a MedStar Mobile Healthcare*, Cause No. 342-339562-23 (342nd Jud. Ct., Tarrant Cty. of Tex.) (appointed class counsel; final approval granted March 22, 2024);
63. *Medina, et al v. PracticeMax Inc.*, Case No. CV-22-01261-PHX-DLR (D. Ariz.) (appointed class counsel; final approval granted March 14, 2024);
64. *Julien, et al v. Cash Express, LLC*, Case No. 2022-CV-221 (Tenn. Cir. Ct., Putnam Cnty.) (appointed class counsel; final approval granted Nov. 9, 2023);
65. *Forslund, et al v. R. R. Donnelley & Sons Co.*, Case No. 1:22-cv-04260-JJT (N.D. Ill.) (appointed class counsel; final approval granted March 15, 2024);
66. *Stauber v. Sudler Property Management*, Case No. 2023LA000411 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted January 22, 2024);
67. *Aragon v. Weil Foot and Ankle Institute, LLC*, Case No. 2021-CH-01437 (Ill. Circ. Ct., Cook Cnty.) (appointed class counsel; final approval granted May 13, 2024);
68. *In Re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC (E.D. Mich.) (appointed class counsel; final approval granted June 20, 2024);
69. *Doe, et al v. Knox College*, Case No. 2023LA9, (Ill. 9th Jud. Ct., Knox Cnty..) (appointed class counsel; final approval granted Jan. 19, 2024);
70. *In Re Afni, Inc. Data Breach Litigation*, Case No. 1:22-cv-01287-JES-JEH (C.D. Ill.) (appointed class counsel; final approval granted Sept. 26, 2023);

71. *In Re Central Indiana Orthopedics Data Incident Litig.*, Cause No. 18C03-2203-PL-000026 (Ind. Cir. Ct., Delaware Cnty.) (appointed class counsel; final approval granted Aug. 18, 2023);
72. *Viruet v. Comm. Surgical Supply, Inc.*, Case No. OCN L-001215-23 (N.J. Sup. Ct., Ocean Cnty.) (appointed co-class counsel; final approval granted Nov. 17, 2023);
73. *K.B, et al v. East Tenn. Children’s Hosp. Assoc., Inc.*, Case No. C2LA0081 (Tenn. Cir. Ct., Clinton Cnty.) (appointed co-class counsel; final approval granted December 19, 2023);
74. *Johnson v. Filtration Group LLC*, Case No. 2020-CH-00138 (Ill. Circ. Ct., Cook Cnty.) (appointed class counsel; final approval granted Dec. 22, 2023);
75. *Richardson, et al v. Gershman Investment Corp.*, Case No. 22SL-CC03085 (Mo. Circ. Ct., St. Louis Cnty.) (appointed class counsel; final approval granted Nov. 6, 2023);
76. *McNicholas v. Ill. Gastroenterology Group, PLLC*, Case No. 22LA00000173 (Ill. 19th Jud. Cir. Ct., Lake Cnty.) (appointed class counsel; final approval granted June 23, 2023);
77. *Vandermark v. Mason Tenders’ Distr. Council Welfare Fund, et al*, Index No. 15336/2023 (N.Y. Supr. Ct., N.Y. Cnty.) (appointed class counsel; final approval granted Oct. 11, 2023);
78. *Lhota, et al v. Mich. Ave. Immediate Care, S.C.*, Case No. 2022-CH-06616 (Ill. Cir. Ct., Cook Cnty.) (appointed class counsel; final approval granted Aug. 15, 2023);
79. *Young, et al v. Military Advantage, Inc., et al*, Case No. 2023LA00535 (Ill. 18th Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; final approval granted Nov. 2023);
80. *In re Advocate Aurora Health Pixel Litigation*, Case No. 2:22-cv-01253-JPS (ED WI) (appointed class counsel, final approval granted July 10, 2024);
81. *Edri v. Brooklyn Premier Orthopedics and Pain Management PLLC d/b/a Brooklyn Premier Orthopedics*, Case No. 1:23-cv-07943-HG (E.D.N.Y.) (appointed class counsel);
82. *Oche v. National Math & Science Initiative*, Index No. 510959/2023 (N.Y. Supr. Ct, Kings Cnty.) (appointed class counsel; final approval granted June 12, 2024);
83. *Baker, et al v. SLT Lending SPV, Inc., d/b/a SUR La Table*, Case No. 2:23-cv-00190-PPS-JEM (N.D. Ind.) (appointed interim lead counsel);
84. *Green v. EmergeOrtho, P.A.*, Case No. 22CVS3533 (N.C. Super. Ct., Durham Cnty.) (appointed class counsel; preliminary approval granted Feb. 23, 2024);
85. *Hamilton v. Forward Bank, et al*, Case No. 3:23-cv-00844 (W.D. Wis.) (appointed Settlement Class Counsel; preliminary approval granted September 10, 2024);

86. *In re Retina Group of Washington Data Security Incident Litig.*, Case No. 8:24-cv-00004-TDC (D. Md.) (appointed Interim Co-Lead Counsel);
87. *Trottier, et al v. Sysco Corporation*, Case No. 4:23-cv-01818 (S.D. Tex.) (appointed Interim Co-Lead Counsel);
88. *In Re: PostMeds Inc. Data Breach Litigation*, Case No. 4:23-cv-05710-HSG (N.D. Cal.) (appointed Interim Co-Lead Counsel);
89. *In Re Tenet Healthcare Corp. Data Breach Litigation*, Cause No. DC-22-07513 (193rd Jud. Ct. of Tex., Dallas Cnty.) (appointed class counsel; final approval granted June 5, 2024);
90. *Bracy, et al v. Americold Logistics, LLC.*, Case No. 1:23-cv-05743-TWT (N.D. Ga.) (appointed Co-Lead Counsel);
91. *Moure v. DialAmerica Marketing, Inc.*, Case No. 3:22-cv-00625-OAW (D. Conn.) (appointed class counsel; preliminary approval granted Apr. 1, 2024);
92. *Brim v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (W.D. Wash.) (appointed class counsel);
93. *Drugich, et al v. McLaren Health Care Corporation*, Case No. 2:23-cv-12520-MFL-CI (E.D. Mich.) (appointed class counsel);
94. *Kimber, et al v. Cook County Health and Hospitals System, et al*, Case No. 2023CH09293 (Ill. Cir. Ct, Cook Cty) (appointed co-lead counsel);
95. *Doe v. Lima Memorial Hospital, et al.*, Case No. CV2022 0490 (Crt. of Common Pleas, Allen Cnty., Ohio) (appointed Class Counsel; preliminary approval granted Apr. 11, 2024);
96. *Mikulecky, et al v. Lutheran Social Services of Illinois*, Case No. 2023-CH-00895 (Cir. Ct., Cook Cnty., Il.) (appointed Class Counsel; preliminary approval granted Apr. 17, 2024);
97. *Kidd v. Lifescan Labs of Illinois, LLC*, Case No. 2023LA44 (Cir. Ct., Whiteside Cnty., Ill.) (appointed Class Counsel; preliminary approval granted Apr. 22, 2024);
98. *Rentschler, et al v. Atlantic General Hospital Corporation*, Case No. 1:23-cv-01005-JRR (D. Md.) (appointed Class Counsel; preliminary approval granted Apr. 25, 2024);
99. *Fazenbaker, et al v. Community Health Care, Inc., d/b/a CompleteCare Health Network*, Case No. CUM-L-000036-24 (N.J. Super. Ct, Cumberland Cty) (appointed Interim co-Lead Class Counsel);
100. *Cabezas, et al v. Mr. Cooper Group, Inc.*, Case No. 3:23-cv-02453-n (N.D. Tex.) (appointed Interim Co-Lead Class Counsel);

101. *In re loanDepot Data Breach Litig.*, Case No. 8:24-cv-00136-DOC-JDEx (C.D. Cal.) (appointed Interim Co-Lead Class Counsel);
102. *In re Golden Corral Data Breach Litig.*, Case No. 5:24-cv-00123-M-BM (E.D.N.C.) (appointed Interim Lead Class Counsel);
103. *Rehmsmeyer, et al v. Premium Mortgage Corporation*, Index No. E2024001652 (N.Y. Supreme Court, Monroe Cty.) (appointed Interim Co-Lead Counsel);
104. *Stinson, et al v. YUM! Brands, Inc.*, Case No. 3:23-cv-00183-DJH-LLK (W.D.K.Y.) (Appointed Interim Class Counsel);
105. *Harrell v. WebTPA Employer Services, LLC*, Case No. 3:24-cv-01158-L (N.D. Tex.) (appointed Interim Class Counsel);
106. *In Re Onix Group, LLC Data Breach Litigation*, Case No. 2:23-cv-02288-KSM (E.D. Pa.) (appointed Class Counsel);
107. *Maroulis, et al v. Cooper Clinic, P.A., et al*, Case No. DC-24-00843 (44th Jud. Ct. of Tex., Dallas Cnty.) (Appointed Interim Co-Lead Counsel);
108. *Hulewat v. Medical Management Resource Group LLC*, Case No. CV-24-00377-PHX-DJH (D. Ariz.) (Appointed Interim Co-Lead Counsel);
109. *Spann v. Superior Air-Ground Ambulance Service, Inc.*, Case No. 1:24-cv-04704 (N.D. Ill.) (Appointed Interim Co-Lead Counsel);
110. *Garza, et al v. HealthAlliance, Inc. d/b/a HealthAlliance Hospital, et al*, Index No. 72450/2023 (N.Y. Sup. Ct., Westchester Cnty.) (appointed Class Counsel);
111. *Wilson v. Frontier Communications Parent, Inc.*, Case No. 3:24-cv-01418-L (N.D. Tex.) (Appointed Interim Class Counsel);
112. *Glebiv, et al v. Midwest Gaming & Entertainment, LLC.*, Case No. 1:23-cv-16225 (N.D. Ill.) (Appointed Co-Lead Counsel);
113. *In Re: Advance Stores Company, Incorporated, Data Breach Litigation*, Case No. 5:24-cv-00352-M (E.D. Va.) (appointed Interim Class Counsel);
114. *In re HealthEquity, Inc. Data Security Incident Litigation*, Case No. 2:24-cv-00528 (D. Utah) (appointed interim class counsel);
115. *Brink v. Sysinformation Healthcare Services, LLC d/b/a EqualizerCM and 1st Credentialing*, Case No. 1:24-cv-00501 (W.D. Tex.) (appointed Interim Class Counsel);
116. *In re Trionfo Solutions, LLC Data Breach Litig.*, Case No. 1:24-cv-04547 (D. Ill.) (appointed interim co-lead class counsel);

117. *In Re Kootenai Health, Inc. Data Breach Litig.*, Case No. 2:24-cv-00205 (D. Idaho) (appointed interim co-lead class counsel);
118. *Cruz-Bermudez, et al. v. Henry Schein, Inc.*, Case No. 2:24-cv-00387-BMC (E.D. NY) (appointed interim co-lead class counsel);
119. *Okonski, et al. v. Progressive Casualty Ins. Co.*, Case No. 1:23-cv-01548-PAG (N.D. OH) (appointed interim co-lead class counsel);
120. *Ocampo v. LifeBridge Health, Inc.*, Case No. C-03-CV-23-001095 (Md. Cir. Ct., Baltimore Cty.) (appointed interim co-lead class counsel);
121. *In Re Arthur J. Gallagher Data Breach Litigation*, Case No. 1:22-cv-00137 (N.D. IL) (appointed interim co-lead class counsel);
122. *Jeremy Hufstetler, et al. v. Upstream Rehabilitation, Inc., et al.*, Case No. 01-cv-2024-902563.00 (AL Cir. Ct., Jefferson Cty.) (appointed interim co-lead class counsel);
123. *McNally, et al v. InfoSys McCamish Systems, LLC*, Case No. 1:24-cv-00995-JPB (N.D. Ga.) (appointed Interim Co-Lead Counsel)
124. *In re Mondelez Data Breach Litigation*, Case No. 1:23-cv-03999 (N.D. IL) (appointed Interim Co-Lead Counsel);
125. *Hulse, et al v. Acadian Ambulance Service, Inc.*, Case No. 6:24-cv-01011-DCJ-CBW (W.D. La.) (appointed Interim Co-Lead Counsel)

STATE OF MICHIGAN
17TH JUDICIAL CIRCUIT
KENT COUNTY

CARLOS DIAS JR. AND ERIKA WOOLEY,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

ACRISURE, LLC.

Defendant.

Case No. 24-02304-NZ

Judge Scott A. Noto

Rec'd & Filed

OCT 25 2024

KENT COUNTY
CIRCUIT COURT

**DECLARATION OF BRYN BRIDLEY RE NOTICE
AND SETTLEMENT ADMINISTRATION**

I, BRYN BRIDLEY, declare as follows:

1. I am the Vice President of Business Development at Atticus Administration, LLC ("Atticus"), a firm providing class action and claims administration services. I have extensive experience with class action notice, claims processing, and settlement administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement in this matter.

2. Atticus is the Court-appointed Settlement Administrator for the above-captioned action and is responsible for carrying out the terms of the *Settlement Agreement and Release* ("Settlement Agreement") as approved by the Court in its Preliminary Approval Order dated July 2, 2024.

3. I submit this Declaration to inform the Parties and the Court of the settlement administration activities completed thus far with respect for this action. This Declaration describes: (i) dissemination of notice of the proposed settlement ("Notice") to impacted persons, (ii) the Settlement Website and toll-free information line, (iii) exclusion requests and objections received, (iv) information on the Claim Forms received, and (v) settlement administration costs.

I. SETTLEMENT CLASS NOTICE

4. On July 17, 2024, Atticus received a data file from Defense Counsel that contained the name, address, and membership number for 35,162 United States residents or their respective successors or assigns, whose Personal Information was impacted by the cybersecurity incident affecting Acrisure (“Security Incident”) in December 2022 (“Settlement Class Members,” or “Settlement Class List,”). Atticus reviewed the Settlement Class List and found no omissions or issues in its content.

5. Prior to sending Notice, Atticus processed the Settlement Class List through the National Change of Address database maintained by the United States Postal Service (“USPS”). This process returns address updates for anyone who has filed change of address cards with the USPS anytime in the past four (4) years.

6. On August 16, 2024, Atticus caused Notice in the form of a postcard (“Short Form Notice”) to be sent by U.S. first class mail to 35,162 Settlement Class Members. The Short Notice included an overview of the Settlement terms, the options available to Class Members, the benefits provided, and the Settlement Website and toll-free number where additional Settlement information could be obtained. A true and correct copy of the mailed Short Notice is attached hereto as **Exhibit A**.

7. Of the 35,162 Short Form Notices mailed, 2,015 were returned to Atticus as undeliverable. Of the undeliverable pieces received, two (2) included forwarding address information and were promptly remailed to the addresses received. The remaining 2,013 undeliverable records were sent to a professional service for address tracing. Trace addresses were obtained for 803 undeliverable records and were not obtained for the other 1,210. Short Form Notices were promptly remailed to the 805 address updates, 52 of which were again returned to Atticus as undeliverable a second time. In sum, 33,900 or 96.41% of the Short Form Notices were successfully mailed, which significantly exceeds the 70% threshold necessary to satisfy due process.

II. SETTLEMENT WEBSITE AND TOLL-FREE INFORMATION LINE

8. Atticus purchased the URL www.acrisuredatasecuritysettlement.com and established the content at that location as the Settlement Website for this action. The URL address was included in the Short Form Notice and in the front-end message on the toll-free Settlement information line. The website was launched on August 16, 2024 concurrent to dissemination of the Notice and has remained accessible and operational since that time. The website includes answers to frequently asked questions, access to viewable, printable, and downloadable copies of the complete “Long Form Notice,” Claim Form, and other settlement documents filed with the Court, a summary of the key dates and deadlines in the settlement, contact information for Atticus, and access to an online Claim Form where Settlement Class Members can complete and submit claims electronically. The website has received 7,393 visits to date. A copy of the Long Notice and the Claim Form as they appear on the website are attached hereto as **Exhibit B**.

9. Atticus secured the toll-free telephone number at 1-888-217-2745 as the settlement information line for this matter. The telephone number was activated in conjunction with the Short Form Notice mail date and is answered by Atticus’ customer support specialists during normal business hours. Settlement Class Members who call the toll-free line after hours or when a specialist is unavailable are given the option to leave a voicemail message and receive a return call from the support team. A total of two (2) calls have been received.

III. EXCLUSION REQUESTS AND OBJECTIONS

10. Settlement Class Members who did not wish to be bound by the terms of the Settlement had until October 15, 2024, to postmark a request for exclusion or to file an object. Atticus did not receive any exclusion requests or objections.

IV. CLAIM FORMS

11. Settlement Class Members who wish to receive cash and other benefits from the Settlement – including credit monitoring and identity protection services, compensation for unreimbursed actual losses, and lost time – are required to complete and submit a Claim Form

by November 14, 2024. Settlement Class Members are able to complete and submit an online claim through the Settlement website or obtain a paper copy of the Claim Form from the website or the Settlement Administrator's office to complete and submit by mail.

12. As of this writing, Atticus has received 362 total Claim Forms, all submitted online through the Settlement Website. Of these, 358 have been deemed valid with four (4) marked invalid duplicate submissions. Settlement Class Members with incomplete claims were notified by mail of the claim's deficiency(s) and given 21 days to respond to and correct or complete their claims. A true and correct copy of the Notice of Deficient Claim Form / Opportunity to Correct letter template is attached hereto as **Exhibit C**.

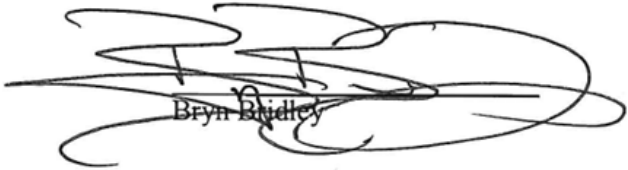
13. To date, 10 total deficiency notices have been mailed for incomplete forms or claims received with invalid or missing support documentation. The response deadline for all 10 incomplete claims has passed and Atticus received one (1) invalid response. All 10 Settlement Class Members who submitted insufficient claims for unreimbursed time, however, have valid claims for credit monitoring and/or lost time. Atticus will promptly send deficiency notices to any Settlement Class Members who submit insufficient claims prior to the claim filing deadline.

14. The 358 valid Claim Forms on record currently include 284 requests for credit monitoring and 233 for Lost Time.

V. ADMINISTRATION COSTS

15. Atticus has agreed to handle the administration of this Settlement for \$51,870.

I declare under penalty of perjury under the laws of the state of Michigan that the foregoing is true and correct and executed on this the 23rd day of October 2024 in St. Paul, Minnesota.



Bryn Bidley

EXHIBIT A

To all persons whose personal information may have been impacted during a December 2022 data security incident that impacted Acrisure, LLC, a proposed class action settlement may affect your rights.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit

www.acrisuredatasecuritysettlement.com

A state court has authorized this Notice.

This is not a solicitation from a lawyer.

*Acrisure Security Incident Administrator
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164*

«ScanString»

Postal Service: Please do not mark barcode.

**CLAIMANT ID: «Claimant ID»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»**

Why am I receiving this Notice? You are receiving this Notice because the records of Acrisure, LLC show your personal information may have been accessed during a data security incident Acrisure experienced in December 2022 ("Security Incident"). You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

What are the Settlement Benefits? Under the Settlement, Acrisure will pay all valid and timely claims for Credit Monitoring, Ordinary Losses, Lost Time, and Extraordinary Losses summarized below:

- Credit Monitoring – 2 years of credit monitoring and identity protection services.
- Unreimbursed Losses– Up to a total of \$4,000 per claimant.
- Lost Time Claim - \$25 per hour for up to 4 hours (for a total of \$100, subject to the \$4,000 cap for Unreimbursed Losses).

Please visit www.acrisuredatasecuritysettlement.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.acrisuredatasecuritysettlement.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be **submitted online, or mailed to the Settlement Administrator and postmarked, by November 14, 2024.**

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Acrisure and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of or file an objection to the Settlement by **October 15, 2024**. Please visit www.acrisuredatasecuritysettlement.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed Gary Klinger of Milberg Coleman Bryson Phillips Grossman and Raina C. Borrelli of Strauss Borrelli PLLC to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from Acrisure (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **November 8, 2024**, to consider whether to approve the Settlement, service awards for the Class Representatives (of \$1,500 per Class Representative), and a request for attorneys' fees (up to \$150,000) and expenses (up to \$5,000) for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. **This Notice is only a summary. For more information, visit www.acrisuredatasecuritysettlement.com or call toll-free 1-888-217-2745.**

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

17th Judicial Cir., Kent County, Mich.

Dias Jr. et al. v. Acrisure, LLC

Case No. Case No. 24-02304-NZ

**IF YOUR PERSONAL INFORMATION WAS IMPACTED BY
A DATA SECURITY INCIDENT THAT IMPACTED
ACRISURE, LLC IN DECEMBER 2022, A PROPOSED
CLASS ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS**

A state court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Acrisure, LLC (“Acrisure” or “Defendant”) in a class action lawsuit about a data security incident that occurred in or around December 2022 (“Security Incident”).
- The lawsuit is captioned *Dias Jr. et al. v. Acrisure, LLC, Case Number 24-02304-NZ*. Acrisure denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States and if your Personal Information was impacted by the Security Incident.
- If you are a Settlement Class Member, your rights are affected whether you act or don’t act. Please read this Notice carefully.

QUESTIONS?

1

WWW.ACRISUREDATASECURITSETTLEMENT.COM OR CALL TOLL-FREE 1-888-217-2745

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.acrisuredatasecuritysettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	November 14, 2024
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out you will not be able to participate in the cash and other benefits from the Settlement.</p>	October 15, 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	October 15, 2024
DO NOTHING	<p>Unless you opt out of the Settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

QUESTIONS?

2

WWW.ACRISUREDATASECURITSETTLEMENT.COM OR CALL TOLL-FREE 1-888-217-2745

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS	5
HOW TO GET A PAYMENT—MAKING A CLAIM	6
THE LAWYERS REPRESENTING YOU	6
OPTING OUT OF THE SETTLEMENT	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT	8
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IF I DO NOTHING	9
GETTING MORE INFORMATION	10

BASIC INFORMATION

1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Dias Jr. et al. v. Acrisure, LLC*, Case No. 24-02304-NZ (17th Judicial Cir., Kent County, Mich.). The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Acrisure, LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the Security Incident that affected Acrisure in or around December 2022 (“Security Incident”).

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting

QUESTIONS?

3

WWW.ACRISUREDATASECURITYSETTLEMENT.COM OR CALL TOLL-FREE 1-888-217-2745

out”) from a Settlement. In this Settlement, the Class Representatives are Carlos Dias Jr. and Erika Wooley.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent the Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals who reside in the United States whose Personal Information was impacted by the Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Acrisure, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling, emailing or writing to the Settlement Administrator at:

Toll-Free: 1-888-217-2745

Email: acrisuredatasecuritysettlement@atticusadmin.com

Acrisure Security Incident Administrator, c/o Settlement Administrator, PO Box 64053, Saint Paul, MN 55164.

You may also view the Settlement Agreement and Release (“Settlement Agreement”) at www.acrisuredatasecuritysettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, Acrisure will pay all valid and timely claims for Credit Monitoring, Unreimbursed Losses, and Lost Time.

8. How much will my payment be?

Payments and other benefits will vary - Settlement Class Members may submit a claim using the Claim Form for: (1) 2 years of credit monitoring; (2) Unreimbursed Loss Claims – up to a total of \$4,000 per claimant; and (3) Lost Time - \$25 per hour for up to 4 hours (for a total of \$100, subject to the \$4,000 cap on Unreimbursed Loss Claims).

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 2 years of one-credit bureau credit monitoring services and identity protection services by choosing this benefit on the Claim Form. Even if Settlement Class Members previously accepted the Defendant's offer of complimentary credit monitoring services, they may still claim this benefit.

Unreimbursed Losses up to a total of \$4,000 per claimant, upon submission of a valid claim with supporting documentation, if: i. The loss is an actual, documented, and unreimbursed monetary loss; ii. The loss was more likely than not caused by the Security Incident; and iii. The loss occurred between December 1, 2022 and the end of the Claims Period. Unreimbursed losses include, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Lost Time Claims for reimbursement of \$25 per hour up to 4 hours (for a total of \$100) with an attestation on the Claim Form that the activities performed were related to the Security Incident. Claims for Lost Time are subject to the \$4,000 cap for Unreimbursed Losses (discussed above).

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.acrisuredatasecuritysettlement.com.

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

Claim Forms may be submitted online at www.acisuredatasecuritysettlement.com or printed from the website and mailed to the Settlement Administrator at: *Acrisure Security Incident Administrator*, c/o Settlement Administrator, PO Box 64053, Saint Paul, MN 55164.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-888-217-2745, by email acisuredatasecuritysettlement@atticusadmin.com, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **November 14, 2024**. If submitting a Claim Form online, you must do so by **November 14, 2024**.

12. When will I get my payment?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on November 8, 2024 to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed Gary Klinger of Milberg Coleman Bryson Phillips Grossman and Raina C. Borrelli of Strauss Borrelli PLLC to represent you and other members of the Settlement Class (“Settlement Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from Acrisure (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by Acrisure. Acrisure has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees not to exceed \$150,000 and litigation costs not to exceed \$5,000. If Settlement Class Counsel seeks more than \$150,000 in attorneys' fees and expenses, Acrisure has reserved all rights to object and oppose such requests.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action. Acrisure has agreed not to oppose Settlement Class Counsel's request for service awards not to exceed One Thousand Five Hundred Dollars (\$1,500) for each of the two Class Representatives. To the extent more than \$1,500 service awards are sought for the Class Representatives, Acrisure has reserved all rights to object and oppose such a request.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **October 15, 2024**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Court that includes the following information:

- the case name: *Dias Jr. et al. v. Acrisure, LLC*, Case No. 24-02304-NZ (17th Judicial Cir., Kent County, Mich.);
- your full name;
- current address;
- personal signature; and
- the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **October 15, 2024**

Acrisure Security Incident Administrator
ATTN: Exclusion Request
PO Box 64053
Saint Paul, MN 55164

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement benefits, the request for attorneys' fees or service awards, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action Settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Approval Hearing, and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Action.

Objections must be filed with the Court no later than **October 15, 2024**.

Clerk of Court
180 Ottawa Avenue NW, Suite 2400
Grand Rapids, MI 49503

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the

Settlement means telling the Court you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **November 8, 2024 at 8:30 a.m. E.T.**, via Zoom: Zoom ID: 744 918 9622, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. If you do not like the Settlement, remember you may object to it but you have to follow certain requirements (see Question 17). The date and time of this hearing may change without further notice. Please check www.acrisuredatasecuritysettlement.com for updates.

20. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you may but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the releases of the Released Parties in the Settlement and not be eligible to receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.acrisuredatasecuritysettlement.com.

QUESTIONS?

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WWW.ACRISUREDATASECURITSETTLEMENT.COM OR CALL TOLL-FREE 1-888-217-2745

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: acrisuredatasecuritysettlement@atticusadmin.com

Toll-Free: 1-888-217-2745

Mail: *Acrisure Security Incident Administrator*, c/o Settlement Administrator, PO Box 64053, Saint Paul, MN 55164.

Publicly filed documents can also be obtained by visiting the office of the 17th Judicial Circuit, Kent County or by reviewing the Court's online docket. For those planning to visit the Court for more information, please contact the Court for its regular business hours and for any costs associated with obtaining documents maintained by the Court.

You may also contact your counsel in this matter, the Settlement Class Counsel, as follows:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Tel: (872) 263-1100
raina@straussborrelli.com

PLEASE DO NOT CONTACT THE COURT OR ACRISURE

QUESTIONS?

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WWW.ACRISUREDATASECURITSETTLEMENT.COM OR CALL TOLL-FREE 1-888-217-2745

Your claim must be submitted online or postmarked by: NOVEMBER 14, 2024

17th Judicial Cir., Kent County, Mich.
Dias Jr. et al. v. Acrisure, LLC
Case No. Case No. 24-02304-NZ



CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who resides in the United States if your Personal Information was impacted by the data security incident that affected Acrisure in or around December 2022 (“Security Incident”).

Excluded from the Settlement Class are (i) Acrisure, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

Settlement Class Members may submit a Claim Form for: (1) 2 years of credit monitoring; (2) Unreimbursed Loss Claims – up to a total of \$4,000 per claimant; and (3) Lost Time - \$25 per hour for up to 4 hours (for a total of \$100, subject to the \$4,000 cap on Unreimbursed Loss Claims).

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 2 years of one-credit bureau credit monitoring services and identity protection services by choosing this benefit on the Claim Form. Even if Settlement Class Members previously accepted the Defendant’s offer of complimentary credit monitoring services, they may still claim this benefit.

Unreimbursed Losses up to a total of \$4,000 per claimant, upon submission of a valid claim with supporting documentation, if: i. The loss is an actual, documented, and unreimbursed monetary loss; ii. The loss was more likely than not caused by the Security Incident; and iii. The loss occurred between December 1, 2022 and the end of the Claims Period. Unreimbursed losses include, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data security incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Lost Time Claims for reimbursement of \$25 per hour up to 4 hours (for a total of \$100) with an attestation on the Claim Form that the activities performed were related to the Security Incident. Claims for Lost Time are subject to the \$4,000 cap for Unreimbursed Losses (discussed above).

This Claim Form may be submitted electronically *via* the Settlement Website at www.acrisuredatasecuritysettlement.com or completed and mailed, including any supporting documentation, to: *Acrisure Security Incident Administrator*, PO Box 64053, Saint Paul, MN 55164.

QUESTIONS? VISIT WWW.ACRISUREDATASECURITSETTLEMENT.COM OR CALL TOLL-FREE 1-888-217-2745

Your claim must be submitted online or postmarked by: **NOVEMBER 14, 2024**

17th Judicial Cir., Kent County, Mich.
Dias Jr. et al. v. Acrisure, LLC
Case No. Case No. 24-02304-NZ



CLAIM FORM

- Check this box if you spent time monitoring accounts or otherwise dealing with issues related to the Security Incident. You can submit a claim for reimbursement of \$25 per hour up to 4 hours (for a total of \$100, subject to the \$4,000.00 cap for Unreimbursed Losses).

By checking the box above, you are attesting the activities you performed were related to the Security Incident.

Indicate the number of hours spent: 1 Hour 2 Hours 3 Hours or 4 Hours

III. CREDIT MONITORING SERVICES

- Check this box if you wish to enroll in one-bureau credit monitoring services for 2 years, which includes, among other things, \$1,000,000 in identity theft insurance. For those selecting credit monitoring, a “code” will be sent to you **by email** that you will use to enroll. Please be sure to enter an email address, above, or we will not be able to provide the code.

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

**Your claim must be
submitted online or
postmarked by:
NOVEMBER 14,
2024**

17th Judicial Cir., Kent County, Mich.
Dias Jr. et al. v. Acrisure, LLC
Case No. Case No. 24-02304-NZ



CLAIM FORM

VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Claimant ID: <<claimant ID>>

EXHIBIT C



CLAIMANT ID: «claimant_id» «seq»

«first_name» «last_name»
«address1» «address2»
«city» «state» «zip»

NOTICE OF DEFICIENT CLAIM FORM / OPPORTUNITY TO CORRECT

«first_name» «last_name»:

Thank you for submitting your Claim Form in the *Dias Jr. et al, v. Acrisure, LLC*, Case No.24-02304-NZ class action settlement. You are receiving this letter because the Claim Form you submitted did not meet the requirements of a valid claim and the parties wish to provide you an opportunity to meet the requirements through a further submission. **You have until «cure_return_deadline_date» to respond with the information necessary to correct the deficiency(s) specified in the next section of this letter.** If you wish to submit corrective information either email it, mail it, or fax it to the recipient addresses identified at the bottom of this letter.

«cl_invalid_no_unreimb_doc_provided»
«cl_lost_time_attest_or_table_incomplete»
«cl_no_benefit_selected»
«cl_no_signature»

Again, failure to respond to this deficiency notice and provide the requested information by «cure_return_deadline_date» will result in the rejection of your claim to the extent identified as deficient by this letter and you will not be eligible to receive compensation or other benefits offered in the Claim Form.

Please send your fully completed and signed Claim Form to the Settlement Administrator's office:

BY EMAIL: AcrisureDataSecuritySettlement@atticusadmin.com
BY FAX: 1-888-326-6411
BY MAIL: Acrisure Data Security Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

For more information, please call toll-free 1-888-217-2745 or visit the Settlement Website at www.AcrisureDataSecuritySettlement.com.

Sincerely,
Office of the Settlement Administrator

This page is left blank intentionally

Your claim must be submitted online or postmarked by:
NOVEMBER 14, 2024

17th Judicial Cir., Kent County, Mich.
Dias Jr. et al. v. Acrisure, LLC
Case No. Case No. 24-02304-NZ



CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who resides in the United States if your Personal Information was impacted by the data security incident that affected Acrisure in or around December 2022 (“Security Incident”).

Excluded from the Settlement Class are (i) Acrisure, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

Settlement Class Members may submit a Claim Form for: (1) 2 years of credit monitoring; (2) Unreimbursed Loss Claims – up to a total of \$4,000 per claimant; and (3) Lost Time - \$25 per hour for up to 4 hours (for a total of \$100, subject to the \$4,000 cap on Unreimbursed Loss Claims).

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for 2 years of one-credit bureau credit monitoring services and identity protection services by choosing this benefit on the Claim Form. Even if Settlement Class Members previously accepted the Defendant’s offer of complimentary credit monitoring services, they may still claim this benefit.

Unreimbursed Losses up to a total of \$4,000 per claimant, upon submission of a valid claim with supporting documentation, if: i. The loss is an actual, documented, and unreimbursed monetary loss; ii. The loss was more likely than not caused by the Security Incident; and iii. The loss occurred between December 1, 2022 and the end of the Claims Period. Unreimbursed losses include, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data security incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Lost Time Claims for reimbursement of \$25 per hour up to 4 hours (for a total of \$100) with an attestation on the Claim Form that the activities performed were related to the Security Incident. Claims for Lost Time are subject to the \$4,000 cap for Unreimbursed Losses (discussed above).

This Claim Form may be submitted electronically *via* the Settlement Website at www.acrisuredatasecuritysettlement.com or completed and mailed, including any supporting documentation, to: *Acrisure Security Incident Administrator*, PO Box 64053, Saint Paul, MN 55164.

Claimant ID: «claimant_id»_CUR

Your claim must be submitted online or postmarked by: **NOVEMBER 14, 2024**

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I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Claimant ID Number, if known

II. UNREIMBURSED LOSSES AND LOST TIME SELECTION

Check this box if you are requesting compensation for **Unreimbursed Losses** up to a total of \$4,000.00.

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Receipt for credit score repair services</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:	

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Check this box if you spent time monitoring accounts or otherwise dealing with issues related to the Security Incident. You can submit a claim for reimbursement of \$25 per hour up to 4 hours (for a total of \$100, subject to the \$4,000.00 cap for Unreimbursed Losses).

By checking the box above, you are attesting the activities you performed were related to the Security Incident.

Indicate the number of hours spent: 1 Hour 2 Hours 3 Hours or 4 Hours

III. CREDIT MONITORING SERVICES

Check this box if you wish to enroll in one-bureau credit monitoring services for 2 years, which includes, among other things, \$1,000,000 in identity theft insurance. For those selecting credit monitoring, a “code” will be sent to you **by email** that you will use to enroll. Please be sure to enter an email address, above, or we will not be able to provide the code.

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____-____-_____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-_____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

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VI. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Claimant ID: «claimant_id»

Claimant ID: «claimant_id»_CUR