

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

MATTHEW BAKALE and SAMANTHA
KRULICKI, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

UNIVERSAL LENDERS, LLC,

Defendant.

Case No.: 2025LA00000831

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of August 29, 2025, is made and entered into by and among the following Settling Parties (as defined below): (i) Matthew Bakale (“Bakale”), Samantha Krulicki (“Krulicki”), Akeem Shannon (“Shannon”), and Mary Wilson (“Wilson”) (collectively “Plaintiffs” or “Representative Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel at Milberg Coleman Bryson Phillips Grossman, LLC, respectively (“Proposed Class Counsel” or “Class Counsel”); and (ii) Universal Lenders, LLC (“UL” or “Defendant”) by and through its counsel of record, Lewis Brisbois. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE ACTION

Defendant provides 0% promotional programs for dealers who sell extended service contracts and other protection products on vehicles, RVs, boats, and motorcycles, and collects personally identifying information (“PII”) as part of its business. On November 7, 2024, Defendant became aware of a security incident on its IT Network and launched an investigation with the

assistance of third-party cyber security experts to determine the nature and scope of the incident. On December 5, 2024, the investigation determined that an unauthorized third-party gained access to Defendant's IT Network and accessed and/or acquired certain files without authorization. Defendant completed a comprehensive review of the impacted data on or about January 14, 2025, and determined that personal information belonging to Plaintiffs and Settlement Class Members may have been compromised. Defendant's investigation determined that the following types of Private Information were potentially accessed in the Data Breach: name, Social Security number, financial account number, and driver's license. Approximately 19,575 individuals were potentially affected by the Data Breach.

On January 23, 2025, Universal Lenders filed notice of the incident with the Attorney General of Maine and started sending out notice letters to the impacted individuals on January 21, 2025. All of the Representative Plaintiffs received notifications from Defendant indicating that cybercriminals may have accessed and/or acquired their Private Information.

On or about March 11, 2025, Plaintiffs Bakale and Krulicki filed an Action in Lake County, Illinois in a case styled *Bakale et al. v. Universal Lenders, LLC.*, Case No.: 2025LA00000214 (Circuit Court for the Nineteenth Judicial District, Lake County, Illinois).¹ Shortly after, the parties began exploring the possibility of early resolution. Over the next few months, the Parties engaged in arm's length negotiations, which ultimately resulted in a settlement in late June 2025. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendant and the Released Persons (as defined below) relating to the Data Breach, by and on behalf of Representative

¹ Representative Plaintiff Shannon had filed a separate lawsuit out of this Data Incident, but voluntarily dismissed in favor of being included in this Settlement. Representative Plaintiff Wilson was preparing a separate lawsuit at the time of reaching a Settlement, and an agreement was made to include her in this Settlement rather than having her file a separate action.

Plaintiffs and Settlement Class Members (defined below), and any other such actions by and on behalf of any other persons and putative classes against Defendant and the Released Persons relating to the Data Breach.

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe the claims asserted in the Action, as set forth in each respective complaint, have merit. Representative Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Defendant through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Action. They have determined that the terms set forth in this Settlement Agreement are fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged against it in the Action. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Nonetheless, Defendant has concluded that continuing with the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has also considered the uncertainty and risks inherent in any litigation. Defendant has, therefore, determined that it is desirable and beneficial that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and Defendant that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Approved Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means, subject to Court approval, Simpluris, Inc., an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

1.5 “Claims Deadline” means the postmark or electronic submission deadline for valid Claim Forms, which shall be ninety (90) days after the Notice Commencement Date, unless otherwise ordered by the Court.

1.6 “Claim Form” means the form that the Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein.

The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.8 “Court” means the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois.

1.9 “Data Breach” means the cyberattack suffered by Defendant wherein cybercriminals potentially accessed and/or stole files containing the Private Information of approximately 19,575 individuals from Defendant’s network. The Private Information potentially exposed in the Data Breach included names, Social Security numbers, financial account numbers, and driver’s license numbers.

1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.13 "Judgment" means a final approval order and judgment rendered by the Court, in the form attached hereto as **Exhibit E**, or a judgment substantially similar to such form.

1.14 "Notice" means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.15 The "Notice Commencement Date" means thirty (30) days after the entry of the Preliminary Approval Order.

1.16 "Objection Date" means the date by which Settlement Class Members must file with the Court and mail to Class Counsel and counsel for Defendant their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.17 "Opt-Out Date" means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.18 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

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

1.20 “Plaintiffs’ Counsel” “Class Counsel” and/or “Proposed Class Counsel” means Gary Klinger, Esq. of Milberg Coleman Bryson Phillips Grossman, LLC.

1.21 “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendant’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

1.22 “Released Claims” shall collectively mean any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, the Data Breach or the conduct that was alleged or could have been alleged in the Action, including, but not limited to negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any states in the United States

as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of private information in the Data Breach, including conduct that was alleged or could have been alleged in the Action, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in this Action. Released Claims shall not include the right of Named Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action, provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Breach. Released Claims shall include Unknown Claims as defined in ¶ 1.29. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.23 "Released Persons" means Defendant, its Related Entities, and each of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, reinsurers and all persons who acted on their behalf.

1.24 “Representative Plaintiffs” means Matthew Bakale, Samantha Krulicki, Akeem Shannon, and Mary Wilson.

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

1.26 “Settlement Class” means all individuals to whom Defendant mailed notices that their Private Information was potentially compromised in the Data Breach discovered in November 2024. The Settlement Class specifically excludes: (i) Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

1.27 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.28 “Settling Parties” means, collectively, Defendant and the Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected

his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

1.31 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Expense Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other source and caused by the Data Breach, not to exceed \$2,500.00 per Settlement Class Member: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans taken as a result of the Data Breach; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from the Data Breach; and (ix) unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance purchased after June 3, 2024, and prior to the date of this Settlement Agreement, with certification that it was purchased primarily as a result of the Data Breach, and has not been reimbursed by any other source. The amount of the expense reimbursement may be decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Settlement Class Members with expense reimbursement claims must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Settlement Class Members may also claim the credit monitoring described in Paragraph 2.2, in addition to expense reimbursement.

2.2 Credit Monitoring. All Settlement Class Members are eligible to enroll in three (3) years of Credit Monitoring Services through one bureau, upon submission of a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement). The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within fifteen (15) days from the Effective Date, which can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of three (3) years from the date of activation.

2.3 Alternative Cash Payment. Settlement Class Members can elect to make a claim for a \$50 alternative cash payment in lieu of the settlement benefits outlined in ¶ 2.1. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement), but no documentation is required to make a claim. Settlement Class Members may also claim the credit monitoring described in Paragraph 2.2, in addition to the Alternative Cash Payment.

2.4 The Claim Form must be verified by the claimant with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. If the Settlement Class Member seeks the reimbursement option, the Settlement Class Member must plausibly attest that the out-of-pocket expenses and charges claimed were both actually incurred and arose from the Data Breach. Failure

to provide supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure after notice from the Claims Administrator as described below, shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.6.

2.5 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.6 Dispute Resolution for Claims.

2.7.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses claimed; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Breach (collectively, "Facially Valid"). The Claims Administrator may, at any time, request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.7.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty

(30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.7.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.7 Settlement Expenses. All costs for notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by Defendant.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling

Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.10. Equitable Terms: Together with the data security measures Defendant had employed prior to the alleged confidentiality breach, which Defendant contends were adequate, reasonable, and legally compliant, Defendant has employed, or will employ, additional security measures including resetting all passwords, enabling multi-factor authentication for all users, implementing new technical safeguards, and training or retraining workforce members on cybersecurity practices.

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion for Final Hearing and Application for a Class Representative Service Awards and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Representative Plaintiffs as Class Representatives;

- f) approval of a customary form of short notices to be mailed to Settlement Class Members (“Short-Form Postcard Notice”) substantially similar to Exhibit B, and a customary long form notice to be posted on the settlement website (“Long-Form Notice”) in a form substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties.

3.2 Defendant shall pay for all of the costs associated with the Claims Administrator, and for providing Notice to the Settlement Class in accordance with the Preliminary Approval Order, as well as the costs of such notice. Attorneys’ fees, costs, and expenses of Proposed Class Counsel, and a service award to the Class Representative, shall be paid by Defendant as set forth herein, subject to Court approval. Direct notice shall be provided to Class Members by U.S. Mail. The form, content, and manner of Notice shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-

free help line with an IVR script shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class via the Notice Program.

3.3 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

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

4.3 In the event that there have been more than 100 timely and valid Opt-Outs submitted, Defendant may, by notifying Proposed Class Counsel in writing within ten (10) days after the Claims Administrator provides Defendant written notice of the total number of valid Opt-Outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement pursuant to this paragraph, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Class Counsel and incentive awards.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector

and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel and to Defendant's counsel as set forth below. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and e-mail at:

Gary M. Klinger
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Email: gklinger@milberg.com

Upon Defendant's counsel via mail and e-mail at:

Jon P. Kardassakis
LEWIS BRISBOIS
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Jon.Kardassakis@lewisbrisbois.com

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have,

fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs

7.1. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Defendant would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs as may be agreed to by Defendant and the Proposed Class Counsel and/or as ordered by the Court. Defendant and

Proposed Class Counsel then negotiated and agreed to the procedure described herein.

7.2 Proposed Class Counsel has agreed to request, and Defendant has agreed to pay, subject to Court approval, the amount not to exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00) to Proposed Class Counsel for attorneys' fees and costs and expenses.

7.3 Subject to Court approval, Defendant has agreed to pay service awards in the amount of one thousand five hundred dollars and no cents (\$1,500.00) to each of the Representative Plaintiffs.

7.4 Defendant shall pay the Court-approved amount of attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs to an account established by Proposed Class Counsel within thirty (30) days after the Effective Date.

7.5 If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court), Defendant shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to notice or administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or the Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. Proposed Class Counsel and Defendant shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set herein. All claims agreed to be paid in full by Defendant shall be deemed valid.

8.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final (*e.g.*, disapproval by the Court or any appellate court) prior to the payment of Valid Claims, Defendant shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to notice and administration that were already incurred.

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

8.4 No Person shall have any claim against the Claims Administrator, Defendant, Proposed Class Counsel, Representative Plaintiffs, and/or Defendant's counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing;
- b) Defendant has not exercised its option to terminate the Settlement Agreement;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final.

9.2 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.3 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this

Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

10. Miscellaneous Provisions

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

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement is a compromise of claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Action, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence

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

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

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the payment of the Action settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Representative Plaintiffs in connection with the payment of the Action settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Defendant and Representative Plaintiffs.

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

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

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

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

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois.

10.13 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its;” and “him” means “him, her, or it.” “She” means “she, he, or it;” “hers” means “hers, his, or its;” and “her” means “her, him, or it.” “It” means “it, he, or she, him, or her;” and “its” means “its, his, or hers.”

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member or expense reimbursement under ¶ 2.1, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

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

AGREED TO BY:

Matthew Bakale

Matthew Bakale (Aug 25, 2025 11:23:38 EDT)

Matthew Bakale

Samantha Krulicki

Akeem Shannon

Mary Wilson

Representative, Universal Lenders, LLC

APPROVED AS TO FORM:

/s/Gary M. Klinger

Gary M. Klinger

MILBERG COLEMAN BRYSON PHILLIPS

GROSSMAN PLLC

227 W. Monroe Street, Suite 2100

Chicago, IL 60606

Tel.: (866) 252-0878

Email: gklinger@milberg.com

Counsel for Plaintiffs and the Proposed Class

AND

/s/ Jon P. Kardassakis

Jon P. Kardassakis

LEWIS BRISBOIS

633 W. 5th Street, Suite 4000

Los Angeles, CA 90071

T: 213.680.5040

F: 213.250.7900

Jon.Kardassakis@lewisbrisbois.com

Counsel for Defendant

AGREED TO BY:

Matthew Bakale


Samantha Krulicki

Akeem Shannon

Mary Wilson

Representative, Universal Lenders, LLC

APPROVED AS TO FORM:


/s/

Gary M. Klinger
**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC**
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Counsel for Plaintiffs and the Proposed Class

AND

/s/

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F: 213.250.7900
Jon.Kardassakis@lewisbrisbois.com

AGREED TO BY:

Matthew Bakale

Samantha Krulicki

Akeem Shannon

Akeem Shannon

Mary Wilson

Representative, Universal Lenders, LLC

APPROVED AS TO FORM:

/s/ _____

Gary M. Klinger

MILBERG COLEMAN BRYSON PHILLIPS

GROSSMAN PLLC

227 W. Monroe Street, Suite 2100

Chicago, IL 60606

Tel.: (866) 252-0878

Email: gklinger@milberg.com

Counsel for Plaintiffs and the Proposed Class

AND

/s/ _____

Jon P. Kardassakis

LEWIS BRISBOIS

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Los Angeles, CA 90071

T: 213.680.5040

F: 213.250.7900

Jon.Kardassakis@lewisbrisbois.com

AGREED TO BY:

Matthew Bakale

Samantha Krulicki

Akeem Shannon

Mary Wilson
Mary Wilson (Aug 26, 2025 15:26:43 CDT)

Mary Wilson

Representative, Universal Lenders, LLC

APPROVED AS TO FORM:

/s/ _____
Gary M. Klinger
**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel.: (866) 252-0878
Email: gklinger@milberg.com

Counsel for Plaintiffs and the Proposed Class

AND

/s/ _____
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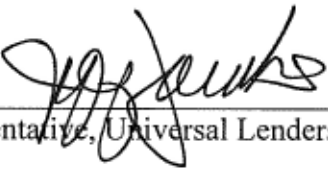
AGREED TO BY:

Matthew Bakale

Samantha Krulicki

Akeem Shannon

Mary Wilson



Representative, Universal Lenders, LLC


APPROVED AS TO FORM:

/s/ Draft

Gary M. Klinger
**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel.: (866) 252-0878
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Counsel for Plaintiffs and the Proposed Class

AND



Jon P. Kardassakis
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Los Angeles, CA 90071
T: 213.680.5040
F: 213.250.7900
Jon.Kardassakis@lewisbrisbois.com

Counsel for Defendant

EXHIBIT A

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Bakale v. Universal Lenders, LLC

Case No. 2025LA00000214

Circuit Court for the Nineteenth Judicial District, Lake County, Illinois

DATA BREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All individuals to whom Defendant mailed notices that their Private Information was potentially compromised in the Data Breach discovered in November 2024.”

Excluded from the Settlement Class are: (1) UL and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) governmental entities; (4) attorneys for the parties; (5) the Judge in this case, and the Judge’s family and staff; and (6) anyone who perpetrated the Data Breach.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

All Class Members may claim three years of **Credit Monitoring** services and **one** of two **cash payment** options:

OPTION 1: Expense Reimbursement.

If you have documented out-of-pocket expenses, you can get back up \$2,500.00.

OR

OPTION 2: Alternative Cash Payment

Receive a one-time \$50.00 cash payment.

The benefits are explained in more detail below.

Credit Monitoring Services. All Class Members are eligible to enroll in three years of single-bureau Credit Monitoring Services. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Expense Reimbursement. If you incurred actual, documented out-of-pocket expenses due to the Data Breach, you can get back up to **\$2,500.00**.

This benefit covers the following examples of unreimbursed out-of-pocket expenses:

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Bakale v. Universal Lenders, LLC

Case No. 2025LA00000214

Circuit Court for the Nineteenth Judicial District, Lake County, Illinois

DATA BREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

- (i) costs to obtain credit reports;
- (ii) fees relating to a credit freeze;
- (iii) card replacement fees;
- (iv) late fees;
- (v) over-limit fees;
- (vi) interest and fees on payday loans taken as a result of the Data Breach;
- (vii) bank or credit card fees;
- (viii) postage, mileage, and other incidental expenses; and
- (ix) costs associated with up to one year of credit monitoring or identity theft insurance (must have been purchased between June 3, 2024, and [SA Date])

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are **not** enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Alternative Cash Payment. *Instead of Expense Reimbursement*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: UL Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail. An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com).

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Bakale v. Universal Lenders, LLC

Case No. 2025LA00000214

Circuit Court for the Nineteenth Judicial District, Lake County, Illinois

DATA BREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

IV. ALTERNATIVE CASH PAYMENT

Check this box if you want to claim a one-time \$50.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING AN EXPENSE REIMBURSEMENT PAYMENT FROM SECTION III.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

PayPal

Email address, if different than you provided in Section 1: _____

Venmo

Mobile number, if different than you provided in Section 1: _____

Zelle

Email address or mobile number, if different than you provided in Section 1: _____

Virtual Prepaid Card

Email address, if different than you provided in Section 1: _____

Physical Check

Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any supporting documentation, is true and correct to the best of my knowledge. I understand that 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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

EXHIBIT B

UL Data Breach Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Bakale v. Universal Lenders, LLC
Case No. 2025LA00000214

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE NOVEMBER 2024
UNIVERSAL LENDERS, LLC, DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Universal Lenders, LLC ("UL") in a class action lawsuit. The case is about the November 2024 cyberattack on UL's computers (the "Data Breach"). Files containing private information, such as names; Social Security numbers; financial account numbers; and driver's license numbers, were accessed. UL denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All individuals to whom Defendant mailed notices that their Private Information was potentially compromised in the Data Breach discovered in November 2024."

What are the Settlement benefits?

You can claim three years of one-bureau **Credit Monitoring Services** and one of two **Cash Payment** options.

Expense Reimbursement: If you have documented losses you can get back up to **\$2,500** for out-of-pocket expenses.

Alternative Cash Payment: *Instead of Expense Reimbursement*, you can get a one-time **\$50** payment.

Full details and instructions are available online.

How do I receive a benefit?

To claim these benefits, complete a Claim Form online. For a paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]**. If you exclude yourself, you cannot get benefits from this Settlement, but you will keep the right to separately sue Defendant from this Data Breach. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and the Settlement Agreement, both available online, explain how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. Class Counsel, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, will seek approval on behalf of the Plaintiffs and the Settlement Class. The Court will also consider Class Counsel's request for attorney's fees and costs of up to \$200,000, and \$1,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to. At your own expenses, you may hire a separate attorney to represent you at the hearing, but you do not have to.

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Bakale v. Universal Lenders, LLC

Case No. 2025LA00000214

Circuit Court for the Nineteenth Judicial District, Lake County, Illinois

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE NOVEMBER 2024 UNIVERSAL LENDERS, LLC, DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Universal Lenders, LLC (“UL” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on UL's computer systems that occurred in November 2024 (the “Data Breach”). Certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; financial account numbers; and driver’s license numbers.
- The lawsuit is called *Bakale v. Universal Lenders, LLC*, Case No. 2025LA00000214. It is pending in the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois (the “Litigation”).
- UL denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- UL's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from UL.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | | DEADLINE |
|---|---|--------------------|
| SUBMIT A CLAIM | <p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can 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> | _____, 2025 |
| OPT OUT OF THE SETTLEMENT | 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 Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense. | _____, 2025 |
| OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING | 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 Settlement benefits. | _____, 2025 |
| DO NOTHING | Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits 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. | 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.

WHAT THIS NOTICE CONTAINS

| | |
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| THE SETTLEMENT BENEFITS..... | 4 |
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Basic Information

1. Why was this Notice issued?

The Circuit Court for the Nineteenth Judicial District, Lake County, Illinois, authorized this Notice. 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 called *Bakale v. Universal Lenders, LLC*, Case No. 2025LA00000214. It is pending in the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Universal Lenders, LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the November 2024 targeted cyberattack on UL’s computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; financial account numbers; and driver’s license numbers.

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 are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Matthew Bakale, Samantha Krulicki, Akeem Shannon, and Mary Wilson. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All individuals to whom Defendant mailed notices that their Private Information was potentially compromised in the Data Breach discovered in November 2024.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) UL and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) governmental entities; (4) attorneys for the parties; (5) the Judge in this case, and the Judge’s family and staff; and (6) anyone who perpetrated the Data Breach.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: UL Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Class Members may claim three years of **Credit Monitoring** services and **one** of two **cash payment** options:

OPTION 1: Expense Reimbursement.

If you have documented out-of-pocket expenses, you can get back up \$2,500.00.

OR

OPTION 2: Alternative Cash Payment

Receive a one-time \$50.00 cash payment.

The benefits are explained in more detail below.

Credit Monitoring Services. All Class Members are eligible to enroll in three years of single bureau Credit Monitoring Services. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Expense Reimbursement. If you incurred actual, documented out-of-pocket expenses due to the Data Breach, you can get back up to **\$2,500.00**.

This benefit covers the following examples unreimbursed out-of-pocket expenses:

- (i) costs to obtain credit reports;
- (ii) fees relating to a credit freeze;
- (iii) card replacement fees;
- (iv) late fees;
- (v) over-limit fees;
- (vi) interest and fees on payday loans taken as a result of the Data Breach;
- (vii) bank or credit card fees;
- (viii) postage, mileage, and other incidental expenses; and
- (ix) costs associated with up to one year of credit monitoring or identity theft insurance (must have been purchased between June 3, 2024, and [SA Date])

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Alternative Cash Payment. *Instead of Expense Reimbursement*, you may claim a one-time **\$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: UL Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the class, you won't be able to be part of any other lawsuit against UL about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 6) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

UL Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Gary Klinger, Esq. of Milberg Coleman Bryson Phillips Grossman, LLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$200,000.00 as reasonable attorney's fees and costs of litigation. This amount will be paid by UL.

Class Counsel will also ask for Service Award payments of \$1,500.00 for each of the Class Representatives. Service Award payments will also be paid by UL.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue UL on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Bakale v. Universal Lenders, LLC*, Case No. 2025LA00000214, pending in the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

UL Data Breach Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Bakale v. Universal Lenders, LLC*, Case No. 2025LA00000214, pending in the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois;

- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received, or a statement explaining why you believe you are a Class Member);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) whether you and/or your attorney will appear at the Final Approval Hearing;
- (7) your signature (or, if you have hired your own lawyer, your lawyer's signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

| | |
|--|---|
| Clerk of the Court | Settlement Administrator |
| Clerk of the Court [Court Address] | UL Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958 |
| Class Counsel | Counsel for Defendants |
| Gary M. Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 | Jon P. Kardassakis Lewis Brisbois 633 W. 5th Street, Suite 4000 Los Angeles, CA 90071 |

17. 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 is opting out and stating to the Court that 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

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: UL Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT D

**STATE OF ILLINOIS
CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT
LAKE COUNTY**

MATTHEW BAKALE and SAMANTHA
KRULICKI, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

UNIVERSAL LENDERS, LLC,

Defendant.

Case No.: 2025LA00000831

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is the Unopposed Motion for Preliminary Approval of Settlement (“Motion”) of Plaintiffs Matthew Bakale and Samantha Krulicki (“Plaintiffs”), along with proposed Class Representatives Akcem Shannon and Mary Wilson. Plaintiffs in this lawsuit (the “Lawsuit”) asserts claims on behalf of themselves and the proposed Settlement Class arising out of a data incident that Defendant Universal Lenders, LLC (“Defendant” or “UL”) experienced on or around November 7, 2024 which potentially compromised the Private Information of approximately 19,575 individuals saved on its system as a result of the Data Breach (the “Data Breach”).

The Complaint in this Action alleges that UL was the subject of a Data Breach where cybercriminals potentially accessed the names, Social Security numbers, financial account numbers, and driver’s license numbers of the Plaintiffs and proposed Settlement Class Members. In the Complaint, Plaintiffs allege causes of action for: (1) Negligence; (2) Negligence *Per Se*; (3) Breach of Implied Contract; (4) Unjust Enrichment, and (5) Breach of Confidence. In short,

Plaintiffs premise these causes of action on UL's alleged failure to safeguard its customers' Private Information. Plaintiffs also allege that, as a result of the Data Incident, Plaintiffs and the Settlement Class Members suffered certain injuries. Plaintiffs and the putative class seek monetary and equitable relief.

Defendant denies the allegations in the Complaint and denies any wrongdoing and liability in connection with the Data Breach. Further, Defendant maintains that it complied with all applicable laws.

Plaintiffs and UL (together, the "Parties") executed a Class Action Settlement Agreement on behalf of themselves and the Settlement Class that Plaintiffs seek to certify. Having thoroughly reviewed the Settlement Agreement and exhibits thereto (collectively the "Settlement Agreement"), and having considered the arguments of the Parties, **THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:**

1. Except as otherwise provided below, all capitalized terms used in this Preliminary Approval Order shall have the meanings or definitions given them in the Settlement Agreement.

2. The Court preliminarily approves the Settlement Agreement subject to the Final Approval Hearing, the purpose of which will be to decide whether to grant final approval of the Settlement Agreement. The Court finds that the Settlement Agreement, the settlement set forth therein and all exhibits attached thereto or to Plaintiffs' Motion are fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Settlement Class and within the range of possible judicial approval to warrant sending notice of the Lawsuit and the proposed Settlement Agreement to the Settlement Class and to hold a full hearing on the proposed settlement.

3. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek, and for purposes of settlement only, UL does not object to, certification of a Settlement Class with the following definition:

all individuals to whom Defendant mailed notices that their Private Information was potentially compromised in the Data Breach discovered in November 2024.

The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge. The Settlement Class may include as many as 19,575 individuals (each, a "Settlement Class Member").

4. The Court recognizes that UL reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason.

5. For settlement purposes only, the Court preliminarily appoints Matthew Bakale, Samantha Krulicki, Akeem Shannon and Mary Wilson as representatives of the Settlement Class.

6. For settlement purposes only, the Court preliminarily appoints the following attorneys to act as Settlement Class Counsel for the Settlement Class: Gary M. Klinger, Milberg Coleman Bryson Phillips Grossman, PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606-5017.

7. The Court finds that the prerequisites to a class action under 735 ILCS 5/2-801 and 5/2-802 have been satisfied for settlement purposes only in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class they seek to represent; (d) the Class Representatives and their attorneys will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Approval of the Manner and Form of Notice

8. The Notice Program implemented pursuant to the Settlement Agreement: (a) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit and of their right to object to or to exclude themselves from the proposed settlement; and (c) meets all applicable requirements of applicable law.

9. The Parties have submitted two proposed forms of Class Notice that are attached to the Settlement Agreement as exhibits: the Postcard/Short Form Notice directed to Settlement Class Members (Exhibit B), and the Long Form Notice (Exhibit C).

10. The Court approves the Class Notice, the content of which (without material alteration from Exhibits B and C) meet the requirements of the United States Constitution as well as the Illinois Code of Civil Procedure § 2-803 and directs the Claims Administrator to disseminate the Class Notice in accordance with the Settlement Class Notice Program within thirty (30) days of the date of this Preliminary Approval Order.

11. Simpluris has been selected to serve as the Claims Administrator under the terms of the Settlement Agreement. The Court hereby appoints Simpluris to serve as the Claims Administrator to be supervised jointly by Settlement Class Counsel and Defense Counsel in taking the actions below and performing any other duties of the Claims Administrator provided for in the Settlement Agreement.

a. Within thirty (30) days of entry of this Order Granting Preliminary Approval of Class Action Settlement, the Claims Administrator shall mail, via U.S. Mail, the appropriate Short Form Notices to Settlement Class Members. In sending Notices to the Settlement Class, the Claims Administrator shall adhere to and comply with in all material respects to the notice plan described in paragraph 3.2 of the Settlement Agreement.

b. On or before the Notice Commencement Date, the Claims Administrator shall establish a dedicated settlement website, that includes the Settlement Agreement, the Long Notice, and the Claim Form (attached to the Settlement Agreement as Exhibits A and C) approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Settlement Agreement, and the motion for Attorneys' Fees and Expenses Award and Service Award. A toll-free number with interactive voice response and FAQs shall also be maintained by the Claims Administrator, as well as a P.O. Box by which Settlement Class Members can seek additional information.

c. Prior to the Final Approval Hearing, Counsel for the Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

12. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel will file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

Participation in, Exclusion from or Objection to the Settlement Agreement

13. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Claims Administrator if submitted electronically.

14. Settlement Class Members who wish to receive monetary benefits under the Settlement Agreement must properly and timely complete, sign, and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted no later than ninety (90) days from the date the Class Notice is issued.

15. Settlement Class Members that wish to exclude themselves from (i.e., opt out of) the Settlement Agreement shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class.

16. All Requests for Exclusion must be submitted no later than sixty (60) days from the date the Class Notice is issued. Any member of the Settlement Class who submits a timely Request for Exclusion may not file an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

17. Any Settlement Class Member who fails to submit a timely and complete Request for Exclusion sent to the proper address shall be subject to and bound by the Settlement Agreement and every order or judgment entered pursuant to the Settlement Agreement. Any purported Request for Exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for Exclusion signed only by counsel or another representative shall not be permitted.

18. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Court and mail to Class Counsel and Defendant's counsel written objections that include: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

19. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless an objection is filed with the Court and mailed to counsel for the Parties no later than 60 days from the date the Class Notice is issued.

20. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement, including the Release, and by all proceedings, orders and judgments in the Lawsuit.

21. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

22. Settlement Class Members may not both object and opt out. If a Class Member submits both a Request for Exclusion and an objection, the Request for Exclusion shall be controlling.

23. Any Settlement Class Member who does not file a timely, written objection to the Settlement Agreement or who fails to otherwise comply with the requirements outline above in paragraphs shall be foreclosed from seeking any adjudication or review of the Settlement Agreement by appeal or otherwise.

Final Approval Hearing and Related Deadlines

24. This Court will hold a Final Approval Hearing on _____, 2026 at 9:00 a.m. in the Lake County Circuit Court, 19th Municipal District, by remote or virtual means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed settlement and the application for an award of Attorneys' Fees and Expenses, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement Agreement, granting Class Counsel's application for fees and expenses, and granting the Service Award application of Plaintiffs.

25. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement Agreement with modification without further notice to Settlement Class Members.

26. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection in accordance with the requirements outlined above and including a statement that he or she intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, that will be called to testify in support of the objection.

27. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

28. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and to file with the Clerk of the Court a notice of intention to appear no later than sixty (60) days after the Notice Date.

29. Class Counsel's papers in support of any application for Attorneys' Fees and Expenses and/or Service Awards shall no later than fourteen (14) days prior to the Opt-out and objection deadlines.

30. Class Counsel's papers in support of final approval of the Settlement Agreement shall be filed no later than fourteen (14) days prior to the Final Approval Hearing. If any reply papers are necessary, they shall be filed no later than seven (7) days prior to the Final Approval Hearing.

Effects of this Preliminary Approval Order

31. All proceedings in the Lawsuit other than those related to approval of the Settlement Agreement are hereby stayed.

32. If for any reason the Settlement Agreement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification—which shall not include any modification to an award of Attorneys’ Fees and Expenses or to the Service Awards—if either party elects to terminate the Settlement Agreement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

Dated: _____

/s/ _____
Judge
Lake County Circuit Court, 19th Municipal District

Prepared By:

Gary Klinger (IL Bar No. 6303726)
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN LLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Telephone: (866) 252-0878
gklinger@milberg.com

EXHIBIT E

**STATE OF ILLINOIS
CIRCUIT COURT OF THE 19th JUDICIAL CIRCUIT
LAKE COUNTY**

MATTHEW BAKALE and SAMANTHA
KRULICKI, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

UNIVERSAL LENDERS, LLC,

Defendant.

Case No.: 2025LA00000831

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

Before the Court is the Unopposed Motion for Final Approval of the Settlement (“Motion”) of Plaintiffs Matthew Bakale and Samantha Krulicki (“Plaintiffs”), along with Class Representatives Akeem Shannon and Mary Wilson Plaintiffs and Defendant Universal Lenders, LLC (“Defendant” or “UL”, and together with Plaintiffs, the “Parties”). Plaintiffs and Class Counsel assert that the settlement is fair, reasonable, and adequate, and thus due to be approved by this Court.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, 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 Final Order and Judgment.

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

THE COURT being required under 735 ILCS 5/2-801, *et seq.* 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;

IT IS HEREBY ORDERED that:

The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant failed to safeguard and protect the personally identifiable information of its customers and that this alleged failure caused injuries to Plaintiffs and the Class after Defendant allegedly suffered a cyberattack on certain computer systems.

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.

Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

On _____, 2026, the Court entered an Order Granting Preliminary Approval of Class Action Settlement which, among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed the Class Representatives, and appointed Class Counsel; (c) preliminarily approved the Settlement; (d); set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to 735 ILCS 5/2-801, *et seq.*, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

all individuals to whom Defendant mailed notices that their Private Information was potentially compromised in the Data Breach discovered in November 2024.

The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of 735 ILCS 5/2-801, *et seq.*

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

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

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of 735 ILCS 5/2-801, et seq.

As of the final date of the Opt-Out Period, only ____ potential Settlement Class Member has submitted an Opt-Out Request to be excluded from the Settlement. Also, there have also been _____ objections to the Settlement. The Court, having considered the objections, hereby overrules the objections.

The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and declarations 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.

Class Counsel's request for attorneys' fees inclusive of expenses of \$200,000 is reasonable and consistent with fee awards in Illinois, and is hereby approved by the Court. Service awards of \$1500.00 per Class Representative are also reasonable and in line with service awards made by Illinois courts, and are also approved.

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.

Pursuant to the Settlement Agreement, Defendant, and the Claims Administrator, shall implement the Settlement in the manner and time frame as set forth therein. Pursuant to the Settlement Agreement, Plaintiffs and the Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement.

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

In accordance with 735 ILCS 5/2-801, *et seq.*, this Final Order and Judgment resolves all claims against all parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

Done and ordered this ____ day of _____, 2026.

/s/ _____
Judge
Circuit Court of Lake County

Prepared By:

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