

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

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Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L014173
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AUDRIUS DIDJURGIS, individually)
and as the representatives of a class of)
similarly situated)
persons,)
)
Plaintiff,) Case No. 2024 LA 014173
v.)
)
UNIQUE INSURANCE COMPANY,)
)
Defendant.)

**PLAINTIFF’S UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND INCORPORATED
MEMORANDUM INCLUDING REQUEST FOR ATTORNEYS’ FEES AND CLASS
REPRESENTATIVE AWARD**

Plaintiff, Audrius Didjurgis, individually and on behalf of all members of the certified Settlement Class, respectfully moves this Court, pursuant to 735 ILCS 5/2-806, for entry of an Order granting Final Approval of the proposed Class Action Settlement reached between Plaintiff and Defendant Unique Insurance Company. In support thereof, Plaintiff submits this Incorporated Memorandum of Law.

I. INTRODUCTION

Plaintiff brought this putative class action (735 ILCS 5/2-801) asserting claims against Defendant under the Illinois Consumer Fraud Act and Deceptive Trade Practices Act, common law fraud and unjust enrichment. (Defendant denies all allegations asserted in the Complaint. Following arm’s length negotiations during a mediation before Magistrate Judge Sheila Finnegan, the Parties reached a settlement, the terms of which are reflected in the attached Settlement Agreement. The Settlement Agreement provides significant relief to the 541 class members and

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establishes a non-reversionary settlement fund in the amount of \$390,000.00 from which Settlement Class Members will receive compensation. This Court granted preliminary approval of the Settlement Agreement on July 9, 2026 (attached as Exhibit 1). The Court-appointed Administrator, Angeion Group, has submitted the Declaration of its Project Manager, J. Scott Edwards, in support of the administration of the class settlement (attached as Exhibit 2). Plaintiff now seeks final approval of the Settlement Agreement with a proposed Order (attached as Exhibit 3), certification of a settlement class (for settlement purposes only), appointment of class counsel, and approval of the proposed payments to class claimants and to the Plaintiff. As discussed more fully below, the Settlement Agreement and Class Notice is fair, reasonable, adequate, and in the best interest of the Class and, thus, warrants final approval.

II. STATEMENT OF FACTS AND SUMMARY OF LITIGATION

This is an Illinois class action seeking monetary damages, restitution, injunctive and declaratory relief from Defendant, UNIQUE INSURANCE COMPANY, for its alleged fraudulent conduct in seeking payments from Plaintiff arising out of an automobile accident. This class action arises from the deceptive, unfair and misleading demands for payment related to insurance claims arising in the State of Illinois. Plaintiff alleges that Defendant sent harassing letters to Plaintiff and other consumers making unfounded threats regarding the collection of what it claimed were outstanding amounts owed to Defendant resulting from an automobile subrogation claim. Relying on the misleading and deceptive letters from Defendant, Plaintiff and the Class Members made payments to Unique based on false claims of a determination on liability and threats that Unique had the power to have Plaintiff and the Class Members' drivers' licenses suspended. This matter is brought as a class action on behalf of all persons defined below as the "Class", asserting claims against Unique Insurance Company for violations of the Illinois Consumer Fraud Act ("ICFA") 815 ILCS 505/1, common law fraud and unjust enrichment. Plaintiff seeks, *inter alia*, damages

and injunctive relief. Defendant has denied all material allegations of the Complaint. (Plaintiff's Complaint is attached as Exhibit 6).

III. SUMMARY OF SETTLEMENT TERMS

A. PROPOSED SETTLEMENT CLASS AND CLASS PERIOD

The proposed Settlement Class ("Class") consists of all persons to whom Defendant Unique Insurance Company issued a subrogation letter during the Class Period arising out of an auto accident with an insured of Unique Insurance, which letter discussed the revocation of that person's driver's license, and who paid some amount of money to Defendant as a result. The Class Period is defined as June 26, 2017, through May 2023. (Settlement Agreement is attached as Exhibit 7). Based on Unique Insurance's records, the Class is estimated to comprise approximately 541 Class Members who made aggregate subrogation payments to Unique Insurance totaling \$857,858.17 ("Unique Claimant Payments").

Excluded from the Class are (a) any Judge presiding over this action and members of their families; Unique, Unique's subsidiaries, parent companies, successors, predecessors, and any entity in which Unique or its parent companies have a controlling interest; (c) persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) persons whose claims in this matter have been fully adjudicated on the merits or otherwise released; and e) the legal representatives, successors or assigns or any such excluded persons.

B. SETTLEMENT FUND

Defendant Unique Insurance Company has agreed to pay a total Gross Settlement Amount of \$390,000.00, which constitutes the full and complete extent of Unique Insurance's financial obligation under the Settlement. None of the Gross Settlement Amount shall revert to Unique Insurance under any circumstances. Upon the entry of the Order granting final approval, the

Administrator, Angeion Group, will disburse the Gross Settlement Amount in accordance with the terms of the Agreement and as approved by the Court.

The Net Settlement Amount — defined as the Gross Settlement Amount less the Court-approved deductions for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment — will be distributed to Participating Class Members as Individual Class Payments. Each Participating Class Member's Individual Class Payment will be calculated by dividing the Net Settlement Amount by each Participating Class Member's paid pro rata share of the Unique Claimant Payments. Under no circumstances shall a Participating Class Member's Individual Class Payment exceed the total amount of subrogation payments that Participating Class Member made to Unique Insurance. (See attached Exhibit 2, Affidavit of Scott Edwards). Angeion received a total of 40 valid and timely Claim Form submissions. (Ex. 2, Edwards Affidavit, ¶ 16).

Non-Participating Class Members — there were no valid and timely received opt-outs or requests for exclusion from the Class. (Ex. 2, Edwards Affidavit, ¶¶ 18-19). If, after all payments to Participating Class Members have been made, any unpaid monies remain in the Net Settlement Amount, those funds shall be paid to the Court-approved *Cy Pres* Recipient.

C. NOTICE OF SETTLEMENT

The Administrator provided notice to Class Members by mailing the Court-approved Class Notice via first-class United States Postal Service mail. The Administrator sent the Class Notice to all Class Members identified in the Class Data (Ex. 2, Edwards Affidavit, ¶¶ 6-10) provided by Unique Insurance) within fourteen (14) days after entry of the Preliminary Approval Order. A Spanish-translated version of the Class Notice was made available on the settlement website.

Upon receipt of the Class Notice returned undelivered by the USPS, the Administrator promptly re-mailed the Class Notice using any USPS-provided forwarding address, or, in the

absence of a forwarding address, to the most current address obtained through a Class Member Address Search utilizing all reasonably available sources including the National Change of Address database and skip-trace methods. Per the Settlement Agreement, the Administrator has no obligation to make further attempts to locate Class Members whose re-mailed notice is returned undelivered a second time.

The response deadline for submitting Requests for Exclusion and objections was September 7, 2026, with an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed. The Administrator has maintained and monitored, and will continue to maintain and monitor, an internet website at www.subrogationlettersettlement.com, a dedicated email address, and a toll-free telephone number throughout the administration period to respond to Class Member inquiries.

D. DISTRIBUTION OF CLASS PAYMENTS AND UNCASHED CHECKS

Individual Class Payment checks shall be mailed to Participating Class Members via first-class U.S. mail within fourteen (14) days after Unique Insurance funds the full Gross Settlement Amount. As of October 12, 2026, the total payments to Settlement Class Members are \$68,103.37. As of October 12, 2026, the total payment to the *Cy Pres* recipient is \$110,896.63. Prior to mailing, the Administrator shall update all recipients' mailing addresses using the National Change of Address Database. The face of each check shall prominently state a void date, which shall be not less than one hundred eighty (180) days after the date of mailing. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced, upon request prior to the void date.

For any Class Member whose Individual Class Payment check is returned undelivered, the Administrator shall conduct a Class Member Address Search and re-mail the check within seven (7) days of receiving the returned check, either to a USPS-provided forwarding address or to an

address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are again returned as undeliverable.

Any Individual Class Payment check that remains uncashed and is cancelled after the void date shall result in the Administrator transmitting the funds represented by such cancelled checks to the Court-approved Cy Pres Recipient, defined as a non-profit organization or foundation approved by the Court. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

E. CY PRES RECIPIENT

The Parties have agreed to submit to the Court Legal Aid Chicago <https://www.legalaidchicago.org/> as the recipient of any *cy pres* funds in this case. Legal Aid Chicago is a Cook County based not-for-profit entity that provides free civil legal representation to low-income Illinois residents, including defense against unlawful and deceptive debit-collection practices. Upon information and belief, Chicago Legal Aid has been approved as a *cy pres* recipient in the Circuit Court of Cook County, Illinois, in previous cases.

F. FEE AWARD

Subject to Court approval, the following payments will be deducted from the Gross Settlement Amount prior to calculation of the Net Settlement Amount. Class Counsel — Gibson Law Group LLC — seeks a Class Counsel Fees Payment not to exceed forty percent (40%) of the Gross Settlement Amount, in the amount of \$156,000.00, and a Class Counsel Litigation Expenses Payment of \$989.25. Unique Insurance does not oppose requests for these payments provided they do not exceed the amounts stated in the Settlement Agreement. Class Counsel's fee award and attorney's expenses are supported by his Declaration in support of the Motion for Preliminary Approval. (Exhibit 5 – Gibson Declaration).

Plaintiff and Class Representative, Audrius Didjurgis, seeks a Class Representative Service Payment in the amount of \$10,000.00 — in addition to any Individual Class Payment to which he

may be entitled as a Participating Class Member — in recognition of his initiation of the Lawsuit and his service in support thereof. Unique Insurance does not oppose Plaintiff's request. Plaintiff's Service Payment is supported by his Declaration in support of the Motion for Preliminary Approval (Exhibit 4 – Didjurgis Declaration). The Class Representative Service Payment will be subject to IRS Form 1099 reporting, and Plaintiff assumes full responsibility for any taxes owed thereon.

G. ADMINISTRATIVE EXPENSES

The Parties have jointly selected Angeion Group to serve as neutral Settlement Administrator. The Administration Expenses Payment shall not exceed \$35,000.00 absent a showing of good cause and Court approval. To the extent Administration Expenses are less than \$35,000.00 or the Court approves a lesser amount, the Administrator shall retain the remainder in the Net Settlement Amount.

To enable the Administrator to commence its work promptly, Unique Insurance advanced \$20,000.00 of the Gross Settlement Amount to the Administrator within fourteen (14) days after entry of the Preliminary Approval Order.

IV. THE PROPOSED SETTLEMENT SHOULD BE FINALLY APPROVED AS FAIR, REASONABLE, AND ADEQUATE

Final approval of a class action settlement in Illinois is governed by 735 ILCS 5/2-806, which requires that any settlement of a certified class action be approved by the Court as fair, reasonable, and adequate before it becomes binding on absent class members. Under this standard, the Court's role is not to substitute its judgment for that of the negotiating parties or to effectively re-negotiate the terms of the agreement, but rather to ensure that the settlement falls within the range of reasonableness and that it was not the product of fraud or collusion. *Gordon v. Boden*, 224 Ill. App. 3d 195, 200–01 (1991). Illinois courts have long recognized a strong judicial policy favoring the settlement of complex litigation, particularly class actions, because such settlements

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conserve judicial resources and provide certain and timely relief to class members who might otherwise face years of uncertain litigation. *Id.*; see also *Langendorf v. Conseco Senior Health Ins. Co.*, No. 01 CH 1750, slip op. at 4 (Cook Cty. Ch. Div. 2003). In evaluating whether a settlement meets this standard, Illinois courts consider multiple factors, including: (1) the strength of the case for plaintiffs on the merits, weighed against the amount offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; and (5) the presence of collusion in the settlement. For all of the reasons set forth below, the proposed Settlement readily satisfies each of these factors and warrants final approval.

A. The Settlement Is the Product of Arm's-Length Negotiations and Resolves a Bona Fide Dispute

The proposed Settlement was achieved only after extensive, hard-fought, arm's-length negotiations between experienced counsel representing both sides. The parties engaged in a full-day mediation session presided over by Magistrate Judge Sheila Finnegan, a highly experienced and respected neutral mediator with substantial expertise in complex class action litigation. The mediation was not a perfunctory exercise; it required multiple rounds of substantive proposals and counter-proposals, following hours of structured negotiation.

Critically, a genuine and bona fide dispute existed between the parties at the time the Settlement was reached. Plaintiff maintained that Defendant's conduct gave rise to class-wide liability and substantial damages, while Defendant vigorously denied liability, disputed the amenability of Plaintiff's claims to class treatment, and contested the existence and quantum of any cognizable damages. These were not manufactured or fabricated disagreements — they reflected real legal and factual uncertainty that would have required years of litigation to resolve. The Settlement represents a reasonable compromise of these genuine disputes, not a capitulation by either side.

Illinois courts give considerable weight to settlements reached through arm's-length negotiation, treating them as presumptively fair and distinguishing them sharply from collusive settlements. *Gordon*, 224 Ill. App. 3d at 202. Where, as here, the settlement is the product of negotiations conducted at arm's length between experienced counsel before an independent neutral, the Court has strong grounds to conclude that the resulting agreement reflects the genuine exercise of independent legal judgment on both sides. There is no evidence of collusion, bad faith, or any improper side agreements in this case. The arm's-length character of the negotiations is therefore a significant factor weighing strongly in favor of final approval.

B. The Settlement Provides Substantial and Meaningful Relief to the Settlement Class

The proposed Settlement provides \$390,000.00 in total monetary relief to the Settlement Class as the Gross Settlement Amount. This is a substantial sum that represents a meaningful and tangible recovery for Settlement Class Members, particularly when measured against the realistic recovery prospects at trial, accounting for all of the litigation risks that Plaintiff would face in the absence of settlement.

Had this litigation proceeded to trial, Defendant would have advanced numerous defenses to both liability and damages, any one of which, if accepted by the trier of fact, could have dramatically reduced or entirely eliminated any recovery for the class. The complexity of proving damages on a class-wide basis — without resort to individualized inquiry that could threaten the continued certification of the class — presented a particularly significant challenge. Even assuming Plaintiff prevailed on all contested issues at trial, a jury verdict or post-trial ruling could have yielded a damages award substantially less favorable than the Settlement or could have been overturned or reduced on appeal after years of additional litigation.

Against these formidable litigation risks, the Settlement delivers a Net Settlement Amount in immediate, certain relief. Settlement Class Members will receive monies they paid to Unique

Insurance, potentially in the full amount. The clarity and certainty of this relief, compared to the speculative and uncertain prospects of continued litigation, strongly supports the conclusion that the Settlement provides substantial and meaningful value to the Settlement Class and merits final approval.

C. The Risks, Complexity, and Duration of Further Litigation Support Approval

Class action litigation is inherently among the most complex, expensive, and protracted forms of civil litigation. This case is no exception. Had the parties not reached the proposed Settlement, this litigation would likely have continued for years before any final resolution, with no guarantee of a favorable outcome for the Settlement Class at any stage. There are at least four distinct categories of litigation risk that support approval of the Settlement at this time:

1. **Risk at Class Certification.** Although this Court has certified the Settlement Class for settlement purposes, continued litigation would have required Plaintiff to maintain certification for litigation purposes, which Defendant would have vigorously contested. A successful decertification motion — or an adverse ruling on appeal under Illinois Supreme Court Rule 306 — could have stripped the class of its certified status entirely, leaving individual class members to pursue their own separate actions, if at all, with no guarantee of coordinated or equivalent relief.
2. **Risk of Adverse Rulings at Summary Judgment.** Defendant indicated its intent to move for dismissal and/or summary judgment on multiple grounds. Even a partial grant of summary judgment could have severely diminished the value of the class's claims and the potential recovery at trial.
3. **Risk of an Adverse Jury Verdict or Reduced Damages Award at Trial.** Even if the case survived summary judgment and proceeded to trial, a jury verdict in Defendant's favor — or an award of damages substantially less than the Settlement Amount — remained a real and material possibility. Juries are unpredictable, and complex class action trials involving sophisticated legal and factual issues present substantial risks of an unfavorable outcome.

A reduced or zero damages verdict would have provided no meaningful relief to the Settlement Class after years of additional delay.

4. **Time and Expense of Post-Trial Appeals.** Even a favorable trial verdict would not have represented the end of the litigation. Post-trial motions and appeals — potentially extending through the Illinois Appellate Court and the Illinois Supreme Court — could have consumed an additional two to four years before any final judgment became enforceable and any recovery was distributed to class members. During that time, the class would have received no compensation, and the costs of continued litigation would have further eroded any eventual net recovery.

Each of these risks is real and substantial. Taken together, they underscore the wisdom of resolving this litigation now through a fair and certain settlement rather than exposing the Settlement Class to years of additional uncertainty, expense, and the very real prospect of a diminished — or entirely eliminated — recovery. The complexity and duration of further litigation therefore weigh strongly in favor of final approval.

D. The Reaction of the Settlement Class Supports Final Approval

Pursuant to the Preliminary Approval Order entered by this Court on or about July 9, 2026, class notice was disseminated to Settlement Class Members through direct mail notice sent to all Settlement Class Members at their last-known address and digital notice via the Settlement Website at www.SubrogationLetterSettlement.com. The notice program was designed and implemented to satisfy the requirements of due process and 735 ILCS 5/2-801 et seq., and it reached approximately 7.4% of the estimated 541 Settlement Class Members.

The response of the Settlement Class to the proposed Settlement has been overwhelmingly positive. As of the objection and opt-out deadline of September 21, 2026, no objection(s) were filed with the Court, representing approximately 0% of the Settlement Class. Similarly, no Settlement Class Member(s) timely submitted valid requests for exclusion from the Settlement Class, representing approximately 0% of the Settlement Class. These figures are remarkably low

and are strong, affirmative evidence that the overwhelming majority of the Settlement Class views the proposed Settlement favorably.

Illinois and federal courts have consistently recognized that a low rate of objections and opt-outs is powerful evidence that a class action settlement is fair, reasonable, and adequate and that the class supports approval. *See, e.g., Gordon*, 224 Ill. App. 3d at 203 (noting that absent class members' silence and low objection rate supported approval). Where, as here, the vast majority of class members who received adequate notice have chosen neither to object nor to opt out, the Court can reasonably infer that the class at large regards the Settlement as an acceptable and appropriate resolution of their claims. The strongly positive reaction of the Settlement Class therefore constitutes a significant independent factor supporting final approval.

E. The Experience and Views of Class Counsel Support Approval

Class Counsel — the attorneys and law firms appointed by this Court to represent the interests of the Settlement Class — bring substantial experience in complex class action litigation to their assessment of the proposed Settlement. Class Counsel have litigated this case for approximately three (3) years, during which time they conducted extensive factual investigation, engaged in substantive discovery, including written discovery, document production and depositions, and devoted hundreds of hours of professional time to understanding the claims and defenses at issue in this litigation.

Based upon this thorough and comprehensive investigation and litigation effort, Class Counsel have concluded that the proposed Settlement represents an excellent result for the Settlement Class and is in the best interests of the class as a whole. Illinois courts have consistently recognized that the informed and considered judgment of experienced class counsel that a settlement is fair and adequate is entitled to significant weight in the Court's analysis. *Gordon*, 224 Ill. App. 3d at 202–03. Courts give deference to class counsel's assessment precisely because counsel is in the best position to evaluate the strengths and weaknesses of the class's claims, the

credibility of the witnesses, the likely range of potential damages, and the overall litigation risk profile of the case.

This is not a case in which counsel rushed to settle before developing a thorough understanding of the claims and defenses at issue. To the contrary, the Settlement was reached only after years of litigation, discovery, and sustained adversarial negotiation. Class Counsel's considered professional judgment — informed by their deep familiarity with every aspect of this case — that the Settlement represents an excellent recovery for the Settlement Class is therefore a significant and weighty factor in favor of final approval.

CONCLUSION

For all of the foregoing reasons, the proposed Settlement satisfies each of the applicable factors governing final approval under Illinois law: (a) it is the product of arm's-length, non-collusive negotiations before an experienced independent mediator resolving a bona fide dispute; (b) it provides substantial and meaningful monetary relief of \$390,000.00 to the Settlement Class; (c) the complexity, risk, and anticipated duration of further litigation strongly favor resolution now rather than continued proceedings with an uncertain outcome; (d) the reaction of the Settlement Class has been overwhelmingly positive, with no objection(s) and no opt-out(s) from a class of approximately 541 members; and (e) experienced Class Counsel, having thoroughly litigated this matter for 3 years, are of the considered professional opinion that the Settlement is an excellent result that is in the best interests of the Settlement Class.

Accordingly, Plaintiff respectfully requests that the Court enter an Order: (1) granting Final Approval of the Class Action Settlement as fair, reasonable, and adequate; (2) approving the proposed Plan of Allocation and Distribution of the Settlement Fund; (3) approving the award of attorneys' fees, costs, and expenses to Class Counsel in the amount requested herein; (4) approving the Class Representative Service Award to Plaintiff Audrius Didjurgis in the amount requested herein; and (5) entering a Final Judgment dismissing this action with prejudice as to all Settlement

Class Members who did not timely submit a valid request for exclusion, and retaining jurisdiction to enforce the terms of the Settlement Agreement.

Dated: October 13, 2026

Respectfully submitted,

GIBSON LAW GROUP LLC

By: /s/Keith L. Gibson

Keith L. Gibson, Esq.
411 North Main Street, Suite 150
Glen Ellyn, IL 60137
Phone: (630) 677-6745
Email: keith@keithgibsonlaw.com

Attorney for Plaintiff and Putative Class

CERTIFICATE OF SERVICE

I hereby certify that on October 13, 2026, the foregoing was electronically served on all counsel of record.

Peter R. Ryndak, Esq.
Johnson & Bell, Ltd.
33 West Monroe Street
Suite 2700
Chicago, Illinois 60603
Phone: (312) 984-0246
ryndakp@jbltd.com

/s/ Keith L. Gibson
Keith L. Gibson, Esq.

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

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EXHIBIT 1

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION**

AUDRIUS DIDJURGIS, individually and on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 2024L014173
v.	)	
	)	Calendar N
UNIQUE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

PRELIMINARY APPROVAL ORDER

This matter coming before the Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiff Audrius Didjurgis and Defendant Unique Insurance Company, as set forth in the Settlement Agreement between Plaintiff and Defendant ("Settlement Agreement"), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all terms defined in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact that are common the

members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experience attorneys familiar with the legal and factual issues of the case, and (iii) the settlement warrants Notice of its materials terms to the Settlement Class for their consideration and response. Therefore, the Court grants preliminary approval of the Settlement Agreement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class:

All persons to whom Defendant issued a subrogation letter during the Class Period arising out of an auto accident with an insured of Defendant which discusses the revocation of that person's drivers' license and the person(s) paid some amount of money to Defendant as a result.

5. For Settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds they are competent and capable of exercising the responsibilities of Class Counsel:

Keith L. Gibson, Esq.
Gibson Law Group LLC
411 North Main Street, Suite 150
Glen Ellyn, IL 60137
(630) 677-6745
keith@keithgibsonlaw.com

6. On October 21, 2026, at 10:00 a.m., or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement and to determine whether: (a) final approval of the Settlement Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses, and an incentive award to the Class Representative should be granted. No later than October 14, 2026, Plaintiff must file his papers in support of Class Counsel's application for attorney's fees and expenses and no later than October 14, 2026, Plaintiff must file his papers in support of final approval of the Settlement Agreement and in response to any objections.

7. As set forth in the Settlement Agreement, the parties have jointly selected a Settlement Administrator, Angeion Group, who shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement. As set forth in the Settlement Agreement, an Administrator Expenses Payment not to exceed \$35,000 to conduct claims administration is hereby approved by the Court.

8. The Court approves the proposed plan for giving Notice to the Settlement Class, as detailed in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all Class Members entitled thereto. The Court directs the Parties and Settlement Administrator to complete all aspects of the notice plan not later than 14 days after entry of this Approval Order.

9. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in

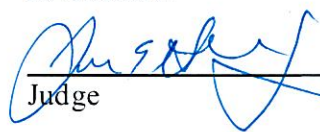
writing no later than September 9, 2026, or 60 days after the Notice is disseminated, whichever is later. To be valid, any request for exclusion must be (a) in writing; (b) identify the case name and number; (c) state the full name and address of the Person in the Settlement Class seeking exclusion; (d) be physically signed by the Person seeking exclusion and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in this Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the Person delivering such a request shall be deemed to remain a Settlement Class Member.

10. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers related to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any claim that has or could have been brought in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault of wrongdoing of any of the Released Parties. Defendant has denied, and continues to deny, the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

11. The certification of the Settlement Agreement shall be binding only with respect to the Settlement of this Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement. If the Settlement Agreement is not finally approved and the litigation resumes, this Court's preliminary findings regarding the propriety of class certification as set forth herein shall be of no further force or effect and this Order shall be vacated in its entirety.

Dated: July 9, 2026

ENTERED:



Judge No.

Keith L. Gibson, Esq.
KEITH GIBSON LAW, P.C.
(Cook County ID #101096)
411 North Main Street, Suite 150
Glen Ellyn IL 60137
Telephone: (630) 677-6745
keith@keithgibsonlaw.com

ENTERED
Associate Judge James E. Hanlon, Jr. -2216

JUL 09 2026

MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

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EXHIBIT 2

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION**

AUDRIUS DIDJURGIS, individually and on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 2024L014173
v.	)	
	)	
UNIQUE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

**DECLARATION OF J SCOTT EDWARDS OF ANGEION GROUP, LLC
RE: NOTICE COMPLIANCE & SETTLEMENT ADMINISTRATION**

I, J Scott Edwards, hereby declare the following pursuant to 28 U.S.C. §1746:

1. I am an Associate Project Manager with Angeion Group (“Angeion”), located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action, and I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.
2. Angeion was appointed as the Settlement Administrator to supervise and administer the notice procedure in connection with this Settlement pursuant to the Courts Preliminary Approval Order.
3. The purpose of this declaration is to provide the Parties and the Court with a summary and
4. The results of the work performed by Angeion to effectuate Notice and administer the claims process in the above-captioned case pursuant to the Settlement Agreement that was filed with the Court on March 18, 2026 (“Settlement Agreement”) and the Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action Agreement filed on July 9, 2026 (“Order”).

DIRECT NOTICE

Class Data

5. On July 10, 2026, as ordered by the Court, Defendants provided Angeion with one electronic file containing a total of 541 records of Class Members with mailing addresses, where available. After

analyzing the data, Angeion did not identify any duplicates and three records that did not contain postal mailing addresses.

Mail Notice

6. On July 23, 2026, Angeion caused the Notice Package to be mailed to the 538 Class Member records where a sufficient mailing address could be determined. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.
7. Prior to the mailing, Angeion caused the mailing list to be updated utilizing United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four years and filed a change of address with the USPS.
8. On August 14, 2026, after receiving updated address information from Defendant, Angeion caused 3 Notice Packages to be mailed to records that did not contain address information.
9. As of October 1, 2026 Angeion has received 67 Notice Packages returned by the USPS as undeliverable. Angeion conducted address verification searches (commonly referred to as "skip traces") in an attempt to locate updated address information. On or about August 14, 2026, Angeion remailed 25 Notice Packages to the updated addresses identified.
10. As a result, a total of 499 Notice Packages were not returned as undeliverable, representing an approximate 92.23% delivery rate.

CASE SPECIFIC WEBSITE AND TOLL-FREE HOTLINE

11. On July 22, 2026, Angeion established the following website devoted to this Settlement: www.SubrogationLetterSettlement.com ("Settlement Website"). The Settlement Website contains general information about the Settlement, including answers to frequently asked questions, important dates and deadlines pertinent to this matter, and copies of important documents. Visitors to the Settlement Website can download: (1) the Claim Form, (2) the Long Form Notice, (3) Spanish Translated Long Form Notice, (4) the Preliminary Approval Order, (5) the Settlement Agreement, and (6) the Complaint. The Settlement Website also has a "Contact Us" page whereby

Class Members can submit questions regarding the Settlement to a dedicated email address: Info@SubrogationLetterSettlement.com. The Settlement Website address was set forth in the Long Form Notice, and Claim Form.

12. The Settlement Website also provided an online claim filing portal whereby Class Members could complete and submit their Claim Form through the Settlement Website. Class Members could also choose to download a PDF of the Claim Form to complete and submit it by mail.
13. As of October 12, 2026, the Settlement Website has had approximately 182 page views and approximately 53 sessions, which represents the number of individual sessions initiated by all users on the website.
14. On July 22, 2026, Angeion established the following toll-free line dedicated to this case: 1-833-863-4151. The toll-free line utilizes an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and information about filing a claim and important deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.
15. As of October 12, 2026, the toll-free line has received approximately 3 calls, totaling 12 minutes.

CLAIM FORMS

16. The deadline for Class Members to submit a Claim Form was September 7, 2026. As of October 12, 2026, Angeion has received a total of 40 valid and timely Claim Form submissions. Of these, 19 of the Claim Form submissions were submitted online, and 21 were submitted by mail.
17. A true and correct copy of the Claim Form is included in the Notice Package (Exhibit A).

REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT

18. The deadline for Class Members to request exclusion from the Settlement is September 22, 2026. As of October 1, 2026, Angeion has not received any requests for Exclusion from the Settlement.
19. The deadline for Class Members to Object to the Settlement is September 22, 2026. As of October 1, 2026, Angeion has not received and has not been made aware of any Objections to the Settlement.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: October 12, 2026

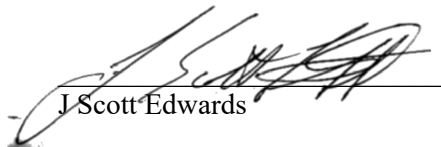

J Scott Edwards

EXHIBIT A

Notice ID: <<00ID>>

Confirmation No.: <<Confirmation Number>>

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

AUDRIUS DIDJURGIS V. UNIQUE INSURANCE COMPANY
2024 L 14173 (Circuit Court of Cook County, Illinois)

The Circuit Court of Cook County, Illinois authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") against Unique Insurance Company (abbreviate name; "Unique" is used herein as a placeholder) for collection of subrogation payments. The Action was filed by Audrius Didjurgis and seeks payment of subrogation payments made to Unique Insurance ("Class Members")

The proposed Settlement is a Class Settlement requiring Unique Insurance to fund Individual Class Payments.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Unique to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Unique.

If you paid subrogation payments to Unique during the Class Period, you have two basic options under the Settlement:

- (1) **Submit a Claim Form.** You must submit a Claim Form to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert a claim against Unique Insurance.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Must Complete a Claim Form to Participate in the Settlement</p>	<p>You must complete a claim form to participate in the settlement. In exchange for an Individual Class Payment, you will give up your right to assert the claims against Unique that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is <u>SEPTEMBER 21, 2026.</u></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by <u>SEPTEMBER 21, 2026.</u></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing on <u>OCTOBER 21, 2026.</u></p>	<p>The Court's Final Approval Hearing is scheduled to take place on OCTOBER 21, 2026, at 10:00a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Individual Payment</p> <p>Written Challenges Must be Submitted by <u>SEPTEMBER 21, 2026.</u></p>	<p>The amount of your Individual Class Payment depends on how much money use paid to Unique Insurance during the Class Period. The amount you paid to Unique during the Class Period according to Unique's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by SEPTEMBER 21, 2026. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff was involved in an auto accident with a person insured by Unique Insurance Company. The Action accuses Unique Insurance of violating Illinois law by sending deceptive, unfair and misleading demands for payment related to insurance claims. Plaintiff is represented by attorneys in the Action:

Keith L. Gibson, GIBSON LAW GROUP, LLC, 411 North Main Street, Suite 150, Glen Ellyn, IL 60137. (“Class Counsel.”)

Unique Insurance strongly denies violating any laws and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Unique Insurance or Plaintiff is correct on the merits. In the meantime, Plaintiff and Unique Insurance used Magistrate Judge Sheila M. Finnegan, an experienced, neutral mediator.

In an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Unique Insurance have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Unique Insurance does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Unique Insurance has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Unique Insurance Will Pay \$390,000.00 as the Gross Settlement Amount (Gross Settlement). Unique Insurance has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Unique Insurance will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court

enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$40% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
 - C. Up to \$35,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their payments to Unique Insurance.
4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 30 days, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **SEPTEMBER 21, 2026**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue a separate claim against Unique Insurance.

- FILED DATE: 10/13/2026 1:48 PM 2024L014173
6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Unique Insurance have agreed that, in either case, the Settlement will be void, will not pay any money and Class Members will not release any claims against Unique Insurance.
 7. Administrator. The Court has appointed a neutral company Angeion Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges regarding mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
 8. Participating Class Members’ Release. After the Judgment is final and Unique Insurance has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Unique Insurance or based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to the allegations of the Action (the “Released Claims”). “Released Claims” do not include any failure by any Party hereto to fully comply with the terms of this Agreement. Nothing herein shall be construed as releasing any claim not related to the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of claims made by all Participating Class Members.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) who submit valid claims. All claims must be submitted by **SEPTEMBER 7, 2026**.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Audrius Didjurgis v. Unique Insurance Company, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by SEPTEMBER 21, 2026, or it will be invalid.** You may submit an opt-out request to Subrogation Letter Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Unique Insurance are asking the Court to approve. At least 14 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.SubrogationLetterSettlement.com.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is SEPTEMBER 21, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Audrius Didjurgis v. Unique Insurance Company and include your name, current address, telephone number, and sign the

objection. You may send an objection to:

Subrogation Letter Settlement,
Attn: Objections,
P.O. Box 58220,
Philadelphia, PA 19102.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **OCTOBER 21, 2026**, at **10:00a.m.** At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.SubrogationLetterSettlement.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Unique Insurance and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at www.SubrogationLetterSettlement.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Circuit Court of Cook County Website and entering the Case Number for the Action, Case No. 24 L 14173.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Keith L. Gibson, Esq.

Email Address: keith@keithgibsonlaw.com;

Name of Firm: GIBSON LAW GROUP LLC

Mailing Address: 411 North Main Street, Suite 150, Glen Ellyn, IL 60137

Telephone: (630) 677-6745

Administrator:

Name of Company: Angeion Group

Mailing Address: Subrogation Letter Settlement, c/o Administrator, 1650 Arch Street,
Suite 2210, Philadelphia, PA 19103

Telephone: (833) 863-4151

Email Address: info@subrogationlettersettlement.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void your funds will be sent to the Cy Pres Recipient.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

CLAIM FORM

Your claim must be submitted online or mailed and postmarked by: SEPTEMBER 7, 2026	Unique Insurance Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website: www.SubrogationLetterSettlement.com	CLAIM UIC
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To submit a claim, please: (1) provide your full name; (2) provide *either* your Unique policy number or your claim number; (3) provide your address; (4) sign and date this form; and (5) mail the completed form to the below address postmarked on or before **SEPTEMBER 7, 2026**, to the following address:

Unique Insurance Administrator
Subrogation Letter Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

First Name	Last Name	
<input type="text"/>	<input type="text"/>	
Street Address (Mailing Address)	Apt./Unit No.	
<input type="text"/>	<input type="text"/>	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Notice ID (From Notice Package)		
<input type="text"/>		

By signing below, I submit this Claim Form.

Signature: _____ Dated: _____
Name (please print): _____

To be considered, this Claim Form must be mailed to the above address postmarked on or before SEPTEMBER 7, 2026.

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

FILED
10/13/2026 1:48 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L014173
Calendar, N
40451835

FILED DATE: 10/13/2026 1:48 PM 2024L014173

EXHIBIT 3

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

AUDRIUS DIDJURGIS, individually and on
behalf of all those similarly situated,

Plaintiff,

v.

UNIQUE INSURANCE COMPANY,

Defendant.

)
)
)
)
) **No. 2024L014173**
)
) **Calendar N**
)
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)

FINAL APPROVAL ORDER AND JUDGMENT

This matter came before the Court on the Motion of Plaintiff Audrius Didjurgis ("Plaintiff" or "Class Representative") for Final Approval of the Class Action Settlement between Plaintiff and Defendant Unique Insurance Company ("Unique" or "Defendant"). The Court, having reviewed the Motion for Final Approval, the Memorandum of Law in support thereof, the Settlement Agreement and all exhibits thereto, the declarations filed in support, all objections (if any), having held a Final Approval Hearing, and being fully advised in the premises, hereby FINDS, CONCLUDES, and ORDERS as follows:

1. Unless otherwise noted, all capitalized terms in this Final Approval Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiff Audrius Didjurgis and Defendant Unique Insurance Company.

2. This Court has subject matter jurisdiction over this Action pursuant to 735 ILCS 5/2-209 and the parties have consented to the jurisdiction of this Court. Venue is proper in Cook County, Illinois.

3. The Court preliminarily approved the Settlement Agreement by Preliminary Approval Order dated July 9, 2026, and the Court finds that adequate notice was given to all members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of the Motions, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on October 21, 2026, which was open to the public in person and by Zoom, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. For purposes of settlement only and pursuant to 735 ILCS 5/2-801, the Court certifies the following Settlement Class:

"All persons to whom Defendant issued a subrogation letter during the Class Period arising out of an auto accident with an insured of Defendant which discusses the revocation of that person's drivers' license and the person(s) paid some amount of money to Defendant as a result."

The Class Period is defined as June 26, 2017, through May 2023.

7. The Court finds that the Settlement Class satisfies the requirements of numerosity, commonality, typicality, and adequacy of representation under 735 ILCS 5/2-

801. Based on a review of Defendant's records, there are 541 Class Members. Of those Class Members, 42 made valid, timely claims, approximately 7.7%, constituting the Settlement Class.

8. The Court finds that Plaintiff Audrius Didjurgis is an adequate Class Representative for the Settlement Class.

9. Pursuant to 735 ILCS 5/2-802, the Court appoints Keith L. Gibson of Gibson Law Group, LLC, 411 North Main Street, Suite 150, Glen Ellyn, Illinois 60137, as Class Counsel. The Court finds that Class Counsel has adequately and competently represented the interests of the Settlement Class.

10. Pursuant to 735 ILCS 5/2-806, and based on the papers filed with the Court and all arguments presented at the Final Approval Hearing, the Court now gives final approval to the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class, when considering, in their totality, the strength of Plaintiffs' case balanced against the money and relief offered in the Settlement; Defendant's ability to pay; the complexity, length, and expense of further litigation; the amount of opposition to the Settlement; the lack of collusion in reaching the Settlement; the opinion of competent counsel; the stage of proceedings and amount of discovery completed, the complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, including negotiations presided over by a neutral mediator.

11. No Class Member objected to the Settlement or opted-out of the Settlement.

12. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed the Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances and applicable law.

14. The Court finds that the Notice disseminated to the Settlement Class by the Administrator, Angeion Group, constituted the best notice practicable under the circumstances and complied with the requirements of 735 ILCS 5/2-803 and due process. The Notice adequately informed Settlement Class Members of the terms of the Settlement, their right to object, their right to exclude themselves from the Settlement Class, and the date and time of the Final Approval Hearing.

15. The Court finds that the Settlement is fair, reasonable, and adequate as required by 735 ILCS 5/2-806 and should be and is hereby finally approved.

16. In making this finding, the Court has considered: (a) the strength of Plaintiff's case compared to the amount of the Settlement; (b) the risk, expense, complexity, and likely duration of further litigation; (c) the extent of discovery completed and the stage of proceedings; (d) the experience and views of Class Counsel; (e) the reaction of the Settlement Class Members to the Settlement; and (f) the range of reasonableness of the Settlement fund in light of the best possible recovery and the risks of litigation.

17. The Gross Settlement Amount of \$390,000.00 shall be administered in accordance with the terms of the Agreement. The Court acknowledges that \$20,000.00 (of the \$390,000.00 Gross Settlement Amount) has already been paid by the Defendant as part of the Administration Expenses Payment described below in Paragraph 22.

18. Defendant Unique Insurance Company shall fund the Gross Settlement Amount by transmitting the funds to the Administrator in accordance with the terms of the Agreement.

19. The Court awards Class Counsel a Class Counsel Fees Payment in the amount of forty percent (40%) of the Gross Settlement Amount, in the amount of \$156,000.00, which the Court finds to be fair and reasonable in light of the work performed, the results achieved, the risks undertaken, and the contingent nature of Class Counsel's representation.

20. The Court awards Class Counsel a Class Counsel Litigation Expenses Payment in the amount of 989.25 for reasonable litigation expenses incurred in prosecuting the Action.

21. The Court awards Plaintiff Audrius Didjurgis a Class Representative Service Payment in the amount of \$10,000.00 for his services as Class Representative in initiating the Action and working with Class Counsel on behalf of the Settlement Class.

22. The Court awards the Administrator, Angeion Group, an Administration Expenses Payment in the amount of \$35,000.00 for fees and expenses incurred in administering the Settlement. The Court acknowledges that \$20,000.00 (of the \$35,000 total Administration Expenses Payment) has already been paid to the Administrator following entry of the Preliminary Approval Order so that the Administrator could begin the work of providing notice to Claimants.

DISTRIBUTION OF NET SETTLEMENT AMOUNT

23. After deduction of the payments referenced in paragraphs 19-22 above (collectively, the "Approved Deductions"), the remaining Net Settlement Amount shall be distributed by the Administrator to Participating Class Members as Individual Class Payments.

23. Individual Class Payments shall be calculated by dividing the Net Settlement Amount by each Participating Class Member's paid pro rata share of the Unique Claimant Payments in accordance with the Agreement.

24. The Administrator shall issue payment checks to Participating Class Members by U.S. mail. Each check shall bear a void date of not less than 180 days from the date of mailing.

CY PRES DESIGNATION

25. Pursuant to the Illinois Equal Justice Act, 735 ILCS 5/2-807(a), any funds remaining from uncashed or cancelled Individual Class Payment checks after the void date shall be paid to Legal Aid Chicago as the Court-approved *cy pres* recipient, which the Court finds has a direct and substantial nexus to the interests of the Settlement Class.

26. The Parties, Class Counsel, and Defense Counsel have represented that they have no financial interest or other relationship with Legal Aid Chicago.

RELEASES AND BINDING EFFECT

27. The Released Class Claims are dismissed with prejudice as against all Released Parties.

28. Upon the Effective Date, Plaintiff, all Participating Class Members, and Class Counsel shall be deemed to have fully, finally, and irrevocably released, relinquished, and discharged all Released Class Claims against all Released Parties as defined in the Agreement.

28. All Participating Class Members are hereby permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any action, claim, or proceeding in any forum that asserts any Released Class Claims against any Released Party.

29. Non-Participating Class Members who timely and validly excluded themselves from the Settlement Class are not bound by this Order or the releases herein.

RETENTION OF JURISDICTION

30. Without affecting the finality of this Order, the Court retains jurisdiction over the Parties, the Action, and the Settlement Agreement for purposes of: (a) enforcing the Agreement and this Order; (b) addressing settlement administration matters; and (c) addressing such post-judgment matters as are permitted by law.

ENTRY OF JUDGMENT

31. The Court hereby enters judgment in accordance with the terms of this Order and the Agreement. The Action is dismissed with prejudice as against all Defendants.

32. In the event this Order does not become Final (as defined in the Agreement), this Order shall be rendered null and void and shall be vacated, and the Action shall revert to its pre-settlement status.

Dated: October 21, 2026

ENTERED:

Judge

No.

Keith L. Gibson, Esq.
KEITH GIBSON LAW, P.C.
(Cook County ID #101096)
411 North Main Street, Suite 150
Glen Ellyn IL 60137
Telephone: (630) 677-6745
keith@keithgibsonlaw.com

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

FILED
10/13/2026 1:48 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L014173
Calendar, N
40451835

FILED DATE: 10/13/2026 1:48 PM 2024L014173

EXHIBIT 4

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION

AUDRIUS DIDJURGIS, individually and on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 2024L014173
v.	)	
	)	Calendar N
UNIQUE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

DECLARATION OF AUDRIUS DIDJURGIS IN SUPPORT OF PLAINTIFF’S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT

I, Audrius Didjurgis, declare as follows:

1. I am the named Plaintiff and proposed Class Representative in the above-captioned action (the “Action”). I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”). I have personal knowledge of the matters stated in this declaration and, if called to testify, could and would testify competently to them.
2. I am over the age of eighteen (18) and am otherwise competent to make this declaration. I reside in Clarendon Hills, Illinois.
3. I brought this Action, individually and on behalf of a proposed Class defined as:

All persons to whom Defendant issued a subrogation letter during the Class Period arising out of an auto accident with an insured of Defendant which discusses the revocation of that person’s drivers’ license and the person(s) paid some amount of money to Defendant as a result.
4. Since this Action began, I have actively participated in its investigation and prosecution. Among other things, I have: (a) met and corresponded regularly with Class Counsel regarding the factual and legal bases for the claims asserted; (b) located, gathered, reviewed, and provided documents relevant to the claims at issue; (c) reviewed and verified responses to written discovery served in this Action; (d)

remained available and responsive to Class Counsel throughout the litigation to answer questions and provide information as needed; and (e) reviewed and discussed with Class Counsel the terms of the proposed settlement described in the Motion.

5. I have devoted substantial time and effort to this Action, including approximately 20 hours reviewing documents, communicating with Class Counsel, preparing for and participating in mediation/settlement negotiations in July, 2024, and reviewing the proposed Settlement Agreement and the papers filed in support of the Motion. I made these efforts because I believe in the merits of the claims asserted in this Action and take seriously my responsibility to represent the interests of the Class fairly and adequately.
6. I have reviewed the proposed Settlement Agreement, including the relief it provides to the Class, the proposed plan of allocation, and the scope of the release, and I have discussed its terms with Class Counsel. Based on that review, I believe the proposed settlement is fair, reasonable, and adequate, and that it is in the best interests of the Class.
7. I am not aware of any conflict between my individual claims and interests and the claims and interests of the Class members I seek to represent. My claims arise out of the same alleged conduct and are based on the same legal theories as the claims of the Class, and I have no interest that is antagonistic to, or otherwise in conflict with, the interests of the Class.
8. I am willing and able to continue serving as Class Representative, including fulfilling my obligations to the Class through final approval of the settlement and any subsequent proceedings, and taking any further steps reasonably necessary to protect the interests of the Class.
9. I respectfully submit this declaration in support of the Motion and request that the Court grant preliminary approval of the proposed Settlement Agreement.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters stated to be on information and belief, and as to those matters the undersigned certifies that the undersigned verily believes the same to be true.

Dated: July 2, 2026

Audrius Didjurgis
Audrius Didjurgis (Jul 2, 2026 13:32:52 CDT)

Audrius Didjurgis

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

FILED
10/13/2026 1:48 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L014173
Calendar, N
40451835

FILED DATE: 10/13/2026 1:48 PM 2024L014173

EXHIBIT 5

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION**

AUDRIUS DIDJURGIS, individually and on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 2024L014173
v.	)	
	)	Calendar N
UNIQUE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

**DECLARATION OF KEITH L. GIBSON IN SUPPORT OF PLAINTIFF’S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

I, KEITH L. GIBSON, declare as follows:

1. I am an attorney duly licensed to practice law in the State of Illinois and am a Partner at GIBSON LAW GROUP LLC (“GIBSON LAW”), counsel of record for Plaintiff Audrius Didjurgis and the proposed Class in the above-captioned action (the “Action”) (together with any co-counsel, “Class Counsel”). I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Motion”). I have personal knowledge of the matters set forth in this declaration and, if called to testify, could and would testify competently to them.
2. I have over 25 years litigating class actions and other complex civil matters, including cases involving alleged fraud and other statutory claims.
3. Plaintiff originally commenced this Action on May 1, 2023, in the Federal District Court for the Northern District of Illinois, case no. 1:23-cv-02706 asserting claims against Defendant Unique Insurance for common law fraud, violation of the Illinois Consumer Fraud Act, and common law unjust enrichment individually and on behalf of a proposed Class. Pursuant to an agreement between the parties, the Action was voluntarily dismissed in federal court and refiled in the Circuit Court of Cook County, Illinois, on or about December 18, 2024, with case no. 2024 L 014173.

4. Prior to and throughout this litigation, Class Counsel conducted a thorough investigation into the facts and claims at issue, including reviewing relevant documents and records, interviewing witnesses, and propounding and responding to written discovery. On February 14, 2024, Class Counsel also took the deposition of Defendant's corporate representative, Sharon Porodzisz, regarding Defendant's internal policies and procedures as well as to identify potential class members based on documents produced by Defendant. This investigation and discovery provided Class Counsel with a sufficient basis on which to evaluate the strengths and weaknesses of the claims and defenses at issue and to assess the fairness, reasonableness, and adequacy of the proposed settlement.
5. The proposed settlement is the product of extensive arm's-length negotiations between experienced counsel for the Parties, conducted in good faith and without collusion. The Parties participated in a lengthy mediation session on July 30, 2024, before Magistrate Judge Sheila Finnegan, an experienced neutral mediator, and reached agreement on the material terms of the settlement only after a lengthy session of arm's-length negotiation, both with and without the assistance of the mediator. At no time during these negotiations did the interests of Class Counsel or Plaintiff diverge from those of the Class.
6. The terms of the Parties' agreement are set forth in the Settlement Agreement and Release, dated June 23, 2026, (the "Settlement Agreement"), a true and correct copy of which is attached to the Motion as Exhibit 1. In summary, and subject to the complete terms of the Settlement Agreement, the settlement provides for a total settlement fund of \$390,000.00 for a class of 541 class members. The settlement funds will be paid on a pro rata basis based on the amount that each class member paid to Defendant as a result of receiving one of its subrogation letters. I respectfully refer the Court to the Settlement Agreement itself for its complete and controlling terms.
7. Continued litigation of this Action would involve substantial risk, expense, and delay, contested issues of liability, additional discovery, class certification, causation, or damages, and the likelihood of dispositive motions and appeal. Absent settlement, resolution of these issues through further motion practice, trial, and any subsequent appeals could take many years and would require the Parties and the Court to expend substantial additional resources, with no certainty as to the outcome for the Class.
8. Based on my investigation and discovery in this Action, my evaluation of the claims and defenses at issue, and my experience litigating class actions and complex civil matters, it is my opinion that the proposed settlement is fair, reasonable, and adequate, and that it is in the best interests of the Class.
9. I am not aware of any conflict of interest between Class Counsel and the members of the Class, or between Plaintiff and the members of the Class. Plaintiff's claims

arise from the same alleged conduct and are based on the same legal theories as the claims of the Class. Class Counsel and Plaintiff have fairly and adequately represented, and will continue to fairly and adequately represent, the interests of the Class.

10. Class Counsel intends to petition the Court separately for an award of attorneys' fees and reimbursement of litigation expenses, and, if applicable, a service award to Plaintiff, in amounts to be set forth in a forthcoming petition.
11. I respectfully submit this declaration in support of the Motion and request that the Court grant preliminary approval of the proposed Settlement Agreement, provisionally certify the Class for settlement purposes, approve the proposed form and manner of notice to the Class, and set a schedule for final approval proceedings.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-109), the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters stated to be on information and belief, and as to those matters the undersigned certifies that the undersigned verily believes the same to be true.

Dated: July 6, 2026

Keith Gibson

Keith L. Gibson
Attorney No. 6237159
GIBSON LAW GROUP, LLC
411 North Main Street, Suite 150
Glen Ellyn, IL 60137
(630) 677-6745
keith@keithgibsonlaw.com

Attorney for Plaintiff and the Proposed Class

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

FILED
10/13/2026 1:48 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L014173
Calendar, N
40451835

FILED DATE: 10/13/2026 1:48 PM 2024L014173

EXHIBIT 6

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION**

AUDRIUS DIDJURGIS, individually and on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
	)	No.
v.	)	
	)	Class Action
UNIQUE INSURANCE COMPANY,	)	
	)	Jury Trial Demanded
Defendant.	)	
	)	

CLASS ACTION COMPLAINT

Plaintiff, AUDRIUS DIDJURGIS (“Plaintiff” or “Didjurgis”), by and through his undersigned counsel, Keith L. Gibson and Bogdan Enica, on behalf of himself and all those similarly situated, brings this Class Action Complaint against UNIQUE INSURANCE COMPANY (“Defendant” or “Unique”), alleging as follows:

INTRODUCTORY STATEMENT

1. This is an Illinois class action seeking monetary damages, restitution, injunctive and declaratory relief from Defendant, UNIQUE INSURANCE COMPANY, for its fraudulent conduct in seeking payments from Plaintiff arising out of an automobile accident.
2. This class action arises from the deceptive, unfair and misleading demands for payment related to insurance claims arising in the State of Illinois and Nationwide.
3. Defendant sent harassing letters to Plaintiff and other consumers making

unfounded threats regarding the collection of what it claimed were outstanding amounts owed to Defendant resulting from an automobile subrogation claim.

4. Relying on the misleading and deceptive letters from Defendant, Plaintiff and the Class Members made payments to Unique based on false claims of a determination on liability and threats that Unique had the power to have Plaintiff and the Class Members' drivers' licenses suspended.

5. This matter is brought as a class action on behalf of all persons defined below as the "Class", asserting claims against Unique Insurance Company for violations of the Illinois Consumer Fraud Act ("ICFA") 815 ILCS 505/1, common law fraud and unjust enrichment. Plaintiff seeks, *inter alia*, damages and injunctive relief.

PARTIES

6. Plaintiff, Audrius Didjurgis, is a citizen of Illinois who resides in Clarendon Hills, IL and is otherwise *sui juris*.

7. Plaintiff brings this action on his own behalf and on behalf of all other persons similarly situated individuals ("Class Members").

8. Defendant, Unique Insurance Company, is an Illinois insurance company with its headquarters and principal place of business in Cook County, Illinois.

9. Upon information and belief, Unique issues policies of insurance in numerous states throughout the United States.

10. Upon information and belief, Unique sends subrogation demand letters to consumers in numerous states throughout the United States.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this civil action pursuant to 735 ILCS 5/2-209 because Defendant conducts business transactions in Illinois and has committed tortious acts in Illinois.

12. This Court has personal jurisdiction over Defendant because Defendant is authorized to conduct and do business in Illinois, including this District. Defendant marketed and sold policies of insurance in Illinois and sent subrogation letters to individuals residing in Illinois. Defendant has sufficient minimum contacts with this State and/or has sufficiently availed itself of the markets in this State to render the exercise of jurisdiction by this Court permissible.

13. Venue is proper in this Court pursuant to 735 ILCS 5/2-101 because Defendant resides in Cook County and Defendant operates in and conducts business transactions in Cook County, including the transactions at issue in this lawsuit.

FACTUAL ALLEGATIONS

THE ACCIDENT

14. On or about June 26, 2022, Mr. Didjurgis' agent and driver, Mr. Martin Barahona, was involved in a two-vehicle accident in Chicago, Illinois at approximately 7:30 pm. As a result of the accident, the two automobiles involved sustained damage.

15. The accident occurred at the intersection of Madison Street and Wabash Avenue, Chicago, Illinois. At that intersection, there are two right turn lanes. Both vehicles were attempting to turn right onto Madison Street from Wabash Street and collided in the course of making the right turn.

16. Immediately after the accident, both drivers stopped and exchanged

insurance and identifying information.

17. No police officer was called to the scene and no police report was filled out at the scene.

18. The vehicle driven by Mr. Barahona, a Dodge Ram 3500 truck, was owned and titled in the name of United Business Corporation, located in Hinsdale, Illinois (the “Plaintiff’s Vehicle”). Didjurgis is the owner of United Business Corporation.

19. At the time of the accident, the Plaintiff’s Vehicle was insured by Artisan & Truckers Casualty Co.

20. At the scene of the accident, Mr. Barahona provided the insurance information for Plaintiff’s vehicle to the other driver. Mr. Barahona also provided a copy of his driver’s license to the other driver. The other driver took photographs on his phone of the Plaintiff’s Vehicle insurance information and Mr. Barahona’s driver’s license information.

21. Mr. Barahona satisfied all of his obligations to provide identification and insurance information to the other driver at the accident scene.

22. At the time of the accident, Unique provided automobile insurance coverage applicable to the other vehicle (the “Unique Insured Vehicle”).

23. Unique’s insured was Joseph Chamocho, Unique policy number ILVS4032008 with effective date February 18, 2022, to August 18, 2022.

24. At the time of the accident, the Unique Insured Vehicle was driven by an individual identifying himself as Jayson Alejandro Chamocho.

25. At the scene of the accident, the Unique Insured Vehicle’s driver, Jayson

Chamochumbi, provided a copy of his driver's license and insurance information to the driver of the Plaintiff's vehicle, Mr. Barahona.

26. No Court or jury has ever made a determination of liability or fault for the June 26, 2022, accident at issue.

UNIQUE INSURANCE DEMAND LETTERS

27. Upon information and belief, subsequent to the accident, Unique allegedly paid some amount of damages and/or repairs made to the Unique Insured Vehicle.

28. By letter dated October 10, 2022, Unique sent Mr. Didjurgis a demand letter seeking payment on an "Amount of the Claim" of \$730.15. (See attached Ex. 1). The demand letter went on to state that "Our investigation of the accident has determined that you were negligent and therefore responsible for the damages and/or injuries, we have paid on behalf of our insured". The letter demands payment be made to "Unique Insurance Company, 7400 N. Caldwell Avenue, Niles IL 60714.

29. The demand letter also states, in bold and underlined type face, as follows:

Please be advised, if you do not respond to this letter, we will have your driving privileges suspended and we will initiate a lawsuit against you on behalf of our insured.

30. At no time prior to sending the subrogation demand letter did Unique attempt to contact Mr. Didjurgis.

31. At no time prior to sending the subrogation notice did Unique attempt to contact Mr. Didjurgis' agent, Mr. Barahona, who was driving his vehicle at the time of the accident.

32. At no time prior to sending the subrogation demand letter did Unique

provide Mr. Didjurgis with any information or documents supporting their demand.

33. At no time prior to sending the subrogation demand letter did Unique perform any investigation of the accident.

34. Upon receiving the October 10th letter, Mr. Didjurgis caused a payment to be made in the amount of \$730.15 to Unique Insurance by Just Car Haulers, Inc. Didjurgis reimbursed Just Car Haulers for this payment on a later date.

35. By letter dated January 5, 2023, Unique sent Mr. Didjurgis a supplemental demand letter seeking payment on an “Amount of the Claim” of \$2,779.34. (See Exhibit 2). The January 5, 2023, letter is identical to the October 10th letter in all material respects except the amount of the claim.

36. By letter dated March 9, 2023, Unique sent Mr. Didjurgis a supplemental demand letter, with a stamp indicating “SECOND REQUEST”, again seeking the “Supplement demand \$2,779.34”. (See Exhibit 3).

37. At no time prior to the sending of any of the above referenced letters did any Court or jury make a determination of liability or fault for the June 26, 2022, accident at issue.

GENERALLY

38. At the time the subrogation demand letters referenced above were sent, Plaintiff was not indebted to Unique for any amount of money whatsoever.

39. Unique’s subrogation demand letter dated October 10, 2022, states an “Amount of the Claim” as \$730.15.

40. Unique’s subrogation demand letter dated January 5, 2023, states an

“Amount of the Claim” as \$2,779.34.

41. Even so, the subrogation notices referenced above were designed to appear as demand letters of a definite and due and owing debt. The letters were signed by a “Subrogation Adjuster” and the letters threaten in bold print **“Please be advised, if you do not respond to this letter, we will have your driving privileges suspended and we will institute a lawsuit against you on behalf of our insured.”**.

42. The subrogation demand letters referenced above included the threat of a suspension of Plaintiff’s driver’s license if payment was not made for the purported “Amount of the Claim”.

43. At no time did Unique have the legal or statutory power to suspend Plaintiff’s driving privileges.

44. Unique does not have, and has never had, the legal power to suspend an individual’s driving privileges.

45. Unique’s statement that it “will have your driving privileges” suspended is deceptive, misleading and false.

46. Unique knew at the time it sent the October 10, 2022, January 5, 2023, and March 9, 2023, subrogation demand letters that it did not have the legal or statutory authority to suspend Plaintiff’s driver’s license.

47. Unique’s subrogation demand letters state “Our investigation of the accident has determined that you were negligent and therefore responsible for the damages and/or injuries, we have paid on behalf of our insured”.

48. Unique conducted no investigation of the accident.

49. Unique did not attempt to contact Plaintiff or his driver that was involved in the accident.

50. Unique did not speak with the Plaintiff or his driver.

51. Unique made no investigation of whether Plaintiff's vehicle was insured and made no attempt to determine if Plaintiff has insurance applicable to this accident.

52. Unique did not have the legal authority to make a determination that Plaintiff, or his driver, was "negligent and therefore responsible for the damages and/or injuries, we have paid on behalf of our insured".

53. Under Illinois law, the determination of negligence and responsibility for an accident is reserved solely to our judicial system and through a determination by a Court or jury of his peers.

54. Unique's statement in its demand letter that it conducted an investigation of the accident was knowingly misleading, deceptive and false.

55. Unique's statement in its demand letters that Plaintiff was negligent and responsible for the damages and/or injuries was knowingly misleading, deceptive and false.

56. At the time the Defendant sent their subrogation demand letters, Defendant possessed, at best, a potential, unliquidated claim based on a subrogated interest from its insured.

57. Defendant's acts and practices in connection with the purported "collection" efforts, as set forth above, were unfair and deceptive.

58. Defendant's knowingly misleading, deceptive and false statements caused Plaintiff to make a payment to Defendant that he was not legally obligated to pay.

59. Defendant's unfair and deceptive acts and practices, as set forth above, have injured and continue to injure the public interest.

CLASS ALLEGATIONS

60. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if fully re-written herein.

61. Plaintiff asserts the counts stated herein as class action claims pursuant to 735 ILCS 5/2-801.

62. Pursuant to 735 ILCS 5/2-801, Plaintiff asserts claims on behalf of himself, and on behalf of all others similarly situated (the "Class").

63. The Class is comprised of the following:

All persons in the State of Illinois against whom Defendant has utilized debt-collection type practices arising from an alleged subrogation interest and the person(s) paid some amount of money to Defendant as a result.

64. Plaintiff is filing this lawsuit on behalf of Class members from June 26, 2017, to the present ("Class Period").

65. The Class excludes counsel representing the class, governmental entities, Defendant, any entity in which Defendant has a controlling interest, Defendant's officers, directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and assigns, any judicial officer presiding over this matter, the members of their immediate families and judicial staff, and any individual whose interests are antagonistic to other putative class members.

66. Plaintiff reserves the right to amend or modify the class descriptions with greater particularity or further division into subclasses or limitation to particular issues.

67. This action has been brought and may properly be maintained as a class action under 735 ILCS 5/2-801 because it is a well-defined community of interest in the litigation and the class is readily and easily ascertainable.

68. Numerosity: Thousands of consumers have been injured by Defendant's deceptive and fraudulent practices, including Plaintiff. They all have received subrogation collection letters from Defendant and been the victim of Defendant's illegal practices.

69. The Class represented by Didjurgis has thousands of members and the joinder of all members is impracticable.

70. Typicality: Plaintiff's claims are typical for the class and, as the named Plaintiff, he is aware of other persons in the same situation. Plaintiff and the members of each class sustained damages arising out of Defendant's illegal course of business.

71. Commonality: Since the whole class, the questions of law and fact are common to the class.

72. Adequacy: Didjurgis will fairly and adequately protect the interests of each class they represent. Plaintiff's Counsel is experienced in prosecuting consumer class actions and will properly represent the class.

73. Superiority: As questions of law and fact that are common to class members predominate over any questions affecting only individual members, a class action is superior to other available methods for fairly and efficiently adjudicating this controversy.

COUNT I: COMMON LAW FRAUD

74. Plaintiff incorporates by reference paragraphs 1-59 of this Complaint as if fully re-written herein. Didjurgis asserts this count on his own behalf and on behalf of the Class, as defined above, pursuant to 735 ILCS 5/2-801.

75. Defendant made false statements of material fact to the Plaintiff.

76. Defendant's statement that Defendant will have Plaintiff's driving privileges suspended was false as Defendant had no power to have Plaintiff's driving privileges suspended.

77. Defendant's statement that its investigation of the accident determined Plaintiff's negligence and responsibility for the damages and/or injuries was false as Defendant did not conduct any investigation and had no legal authority or power to determine Plaintiff's responsibility for the damages and/or injuries.

78. Defendant knew its statements were false at the time they were made.

79. Defendant made the false statements with the intent that Plaintiff rely on them to make payments to Defendant.

80. Defendant made the false statements with the intent that Plaintiff rely on the statements to make a payment to Defendant in the amount claimed in the demand letters.

81. Plaintiff acted in reliance on the Defendant's false statements.

82. Plaintiff caused a payment to be made to Defendant in the amount of \$730.15 in reliance on Defendant's false statements.

83. Plaintiff suffered damages in the form of the payment made to Defendant in reliance on the false statements.

**COUNT II: VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE TRADE PRACTICES ACT**

84. Plaintiff incorporates by reference paragraphs 1-73 of this Complaint as if fully re-written herein. Plaintiff asserts this count on his own behalf and on behalf of the Class, as defined above, pursuant to 735 ILCS 5/2-801.

85. The Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 ILCS §§ 505/1, et seq., prohibits any deceptive, unlawful, unfair, or fraudulent business acts or practices including using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or the concealment, suppression, or omission of any material fact, or the use or employment of any practice described in Section 2 of the “Uniform Deceptive Trade Practices Act”. 815 ILCS § 505/2.

86. The ICFA applies to Defendant’s acts as described herein because it applies to transactions that occur in the course of conduct involving trade or commerce.

87. Defendant is a “person” as defined by section 505/1(c) of the ICFA.

88. Defendant’s activity is within the meaning of “trade” or “commerce” under the ICFA.

89. Defendant’s misrepresentations and false statements are deceptive and unfair acts and practices prohibited by Chapter 2 of ICFA.

90. Defendant’s deceptive and unfair acts create a likelihood of confusion and misunderstanding as to the Defendant’s legal right to suspend Plaintiff and Class Members’ driver’s licenses, as indicated in the subrogation demand letters, in violation of 815 ILCS 510/2(a)(12).

91. Defendant's deceptive and unfair acts create a likelihood of confusion and misunderstanding as to the Defendant's investigation and determination of negligence and responsibility for damages and injuries, as indicated in the subrogation demand letters, in violation of 815 ILCS 510/2(a)(12).

92. Plaintiff and the Class Members relied upon Defendant's misrepresentations, omissions and false statements when they made payments to Defendant.

93. Defendant's actions violate section 510/2(a)(12) of the DTPA by creating a likelihood of confusion and misunderstanding as to Defendant's legal authority as to the stated actions and as to Plaintiff's obligation to pay the requested "Amount of the Claim".

94. Plaintiff and the Class reasonably relied on Defendant's misrepresentations and omissions when they made claims payment to Defendant.

95. Defendant's misrepresentations and omissions regarding the subrogation demand letters were likely to mislead the Plaintiff and the Class members acting reasonably under the circumstances, and thus constitute unfair and deceptive trade practices in violation of ICFA.

96. As a direct and proximate result of Defendant's violation of the ICFA, Plaintiff and the Class Members have suffered harm in the form of monies paid to Defendant to satisfy the claims they were not legally obligated to pay.

97. Defendant's practices set forth herein offend public policy, were and are immoral, unethical, oppressive, and unscrupulous, and cause substantial injuries to consumers.

COUNT III: UNJUST ENRICHMENT

98. Plaintiff incorporates by reference all paragraphs 1-73 of this Complaint as if fully rewritten herein. As set forth above, Plaintiff asserts this count on his own behalf and on behalf of all other similarly situated persons.

99. By paying the amount of the claim demanded by Defendant, Plaintiff and the Class Members conferred a direct benefit to the Defendant.

100. Persons that are members of the class continue to suffer injuries as a result of the Defendant's behaviors. If the Defendant does not compensate the Plaintiff and Class Members, Defendant would be unjustly enriched as a result of its unlawful act or practices.

101. It is an equitable principle that no one should be allowed to profit from his own wrong, therefore it would be inequitable for the Defendant to retain said benefit, reap unjust enrichment.

102. Since the Defendant unjustly enriched itself at the expense of the Plaintiff and Class Members, the Plaintiff requests the disgorgement of these ill-gotten money.

103. Due to Defendant's conduct, Plaintiff and the putative Class Members are entitled to damages.

DEMAND FOR JURY TRIAL

104. Plaintiff and those similarly situated demand a trial by jury for all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, AUDRIUS DIDJURGIS, respectfully requests that judgment be entered in his favor and in favor of those similarly situated as follows:

- a. Certifying and maintaining this action as a class action, with the named Plaintiff as designated class representatives and with his counsel appointed as class counsel;
- b. Declaring the Defendant in violation of each of the counts set forth above;
- c. Awarding the Plaintiff and those similarly situated compensatory, punitive, and treble damages;
- d. Awarding the Plaintiff and those similarly situated liquidated damages;
- e. Order the disgorgement of ill-gotten monies;
- f. Awarding the named Plaintiff a service award;
- g. Awarding pre-judgment, post-judgment, and statutory interest;
- h. Awarding attorneys' fees and costs;
- i. Awarding such other and further relief as the Court may deem just and proper.

Dated: December 19, 2024

Respectfully Submitted,

s/Keith Gibson

Keith L. Gibson, Esq. (IL Bar No. 6237159)
KEITH GIBSON LAW, P.C.
(Cook County ID #101096)
586 Duane Street, Suite 102
Glen Ellyn IL 60137
Telephone: (630) 677-6745
keith@keithgibsonlaw.com

Bogdan, Enica, Esq.
KEITH GIBSON LAW, P.C.
FL Bar No.: 101934
1200 N. Federal Highway, Suite 375
Boca Raton, FL 33432
Telephone: (305) 306-4989
Email: bogdan@keithgibsonlaw.com

Attorneys for the Plaintiff and Putative Class

EXHIBIT 1



Unique
Insurance
Company

October 10, 2022

AUDRIUS DIDJURGIS
3 GRANT SQUARE
HINSDALE, IL 60521

Re:	Our Claim Number:	22VSILP0001438
	Our Insured:	JOSEPH CHAMOCHUMBI
	Date of Loss:	06/26/2022
	Amount of the Claim:	\$730.15

Dear AUDRIUS DIDJURGIS:

Our investigation of the accident has determined you were negligent and therefore responsible for the damages and/or injuries, we have paid on behalf of our insured

Please accept this letter as a notice of our subrogation rights pursuant to our policy.

Please remit payment to: **Unique Insurance Company 7400 N Caldwell Ave Niles, IL 60714 and please include the claim number.**

If you have any questions, please contact us.

Sincerely,

Diana Rodriguez
Subrogation Adjuster
773 458-1021

Please be advised, if you do not respond to this letter, we will have your driving privileges suspended and we will institute a lawsuit against you on behalf of our insured.

EXHIBIT 2



January 5, 2023

AUDRIUS DIDJURGIS
3 GRANT SQUARE
HINSDALE, IL 60521

Re:	Our Claim Number:	22VSILP0001438
	Our Insured:	JOSEPH CHAMOCHUMBI
	Date of Loss:	06/26/2022
	Amount of the Claim:	Supplement demand \$2,779.34

Dear AUDRIUS DIDJURGIS:

Our investigation of the accident has determined you were negligent and therefore responsible for the damages and/or injuries, we have paid on behalf of our insured

Please accept this letter as a notice of our subrogation rights pursuant to our policy.

Please remit payment to: **Unique Insurance Company 7400 N Caldwell Ave Niles, IL 60714 and please include the claim number.**

If you have any questions, please contact us.

Sincerely,

Diana Rodriguez
Subrogation Adjuster
773 458-1021

Please be advised, if you do not respond to this letter, we will have your driving privileges suspended and we will institute a lawsuit against you on behalf of our insured.

EXHIBIT 3



Unique
Insurance
Company

March 9, 2023
~~February 15, 2023~~

**SECOND
REQUEST**

Just Car Haulers Inc
7731 Woodward Ave Apt 2A
Woodridge, IL 60517

Re:	Our Claim Number:	22VSILP0001438
	Our Insured:	JOSEPH CHAMOCHUMBI
	Date of Loss:	06/26/2022
	Amount of the Claim:	Supplement demand \$2,779.34

Dear AUDRIUS DIDJURGIS:

Our investigation of the accident has determined you were negligent and therefore responsible for the damages and/or injuries, we have paid on behalf of our insured

Please accept this letter as a notice of our subrogation rights pursuant to our policy.

Please remit payment to: **Unique Insurance Company 7400 N Caldwell Ave Niles, IL 60714 and please include the claim number.**

If you have any questions, please contact us.

Sincerely,

Diana Rodriguez
Subrogation Adjuster
773 458-1021

Please be advised, if you do not respond to this letter, we will have your driving privileges suspended and we will institute a lawsuit against you on behalf of our insured.

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, N

FILED
10/13/2026 1:48 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2024L014173
Calendar, N
40451835

FILED DATE: 10/13/2026 1:48 PM 2024L014173

EXHIBIT 7

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff, Audrius Didjurgis (“Plaintiff” or “Didjurgis”) and defendant Unique Insurance Company (“Defendant” or “Unique”). The Agreement refers to Didjurgis and Unique collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging fraud and other statutory violations against Unique Insurance captioned *Didjurgis v. Unique Insurance*, initiated on May 1, 2023, in the Federal District Court, Northern District of Illinois, 1:23-cv-2706. The case is currently pending in the Circuit Court of Cook County, Illinois, case number 24 L 014173.
- 1.2. “Administrator” means Angeion Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means All persons to whom Defendant issued a subrogation letter during the Class Period arising out of an auto accident with an insured of Defendant which discusses the revocation of that person’s drivers’ license and the person(s) paid some amount of money to Defendant as a result.
- 1.5. “Class Counsel” means Gibson Law Group LLC
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Unique Insurance’s possession including the Class Member’s name and last-known mailing address and, where available, email address.
- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION

SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed or emailed (where such email address is known) to Class Members in English [a Spanish-translated version shall be available on the settlement website] in the form, without material variation, attached as Exhibit B and incorporated by reference into this Agreement.

- 1.11. “Class Period” means the period from June 26, 2017, through May 2023.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Circuit Court of Cook County, Illinois.
- 1.15. “Unique” means named Defendant Unique Insurance Company.
- 1.16. “Defense Counsel” means Peter R. Ryndak of Johnson & Bell, Ltd.
- 1.17. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, thirty-one (31) days after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$390,000.00 which is the total amount Unique agrees to pay under the Settlement, including any interest accrued thereon after deposit with the Administrator, this being the full and complete extent of Defendant’s obligations with respect to funding this Settlement and administration, thereof. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

- 1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to Paragraph 3.2.4, below.
- 1.23. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.24. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.25. "Participating Class Member" means a Class Member who is eligible for a Claim Payment (as defined in section 4.3) and does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.26. "Plaintiff" means Audrius Didjurgis, the named plaintiff in the Action.
- 1.27. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.28. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.29. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.30. "Released Parties" means: Unique Insurance Company and each of its former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, parent companies, related companies, or holding companies.
- 1.31. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.32. "Response Deadline" means [e.g., 60] days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.33. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On May 1, 2023, Plaintiff commenced this Action by filing a Complaint in the District Court for the Northern District of Illinois alleging causes of action against Unique Insurance. Unique Insurance denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On July 30, 2024, the Parties participated in a pre-trial settlement conference presided over by Magistrate Judge Sheila M. Finnegan which led to this Agreement to settle the Action.
- 2.3. As part of the mediation, the Parties acknowledged Defendant's pending Motion to Dismiss premised upon the lack of subject matter jurisdiction of the District Court. Because of the concerns over subject matter jurisdiction, the Parties agreed Defendant could insist that the settlement of this matter, including settlement approval motion practice, should be heard by the Illinois Circuit Court of Cook County. Because of Defendant's concerns over subject matter jurisdiction of the District Court, it insists that the settlement of this matter be heard and approved by the Circuit Court of Cook County. Upon the execution of this Agreement, the parties will work together toward filing a complaint in the Circuit Court of Cook County and immediately thereafter file a Motion for Preliminary Approval.
- 2.4. Prior to the pre-trial conference, Plaintiff obtained through formal discovery documents that are sufficient to satisfy the criteria for court approval of a class settlement.
- 2.5. The Court has not granted class certification at this time but the Plaintiff expects to request it as part of the settlement approval process.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Unique Insurance promises to pay \$390,000.00 and no more as the Gross Settlement Amount. Unique Insurance has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.5 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount per the terms of this Settlement Agreement. None of the Gross Settlement Amount will revert to Unique Insurance.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment] the Class Representative is entitled to receive as a Participating Class

Member). Unique Insurance will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 14 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 40%, which is currently estimated to be \$156,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. Unique Insurance will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 14 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Unique Insurance harmless, and indemnifies Unique Insurance, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$35,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$35,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by dividing the Net Settlement Amount by each Participating Class Member's paid pro rata share of the Unique Claimant Payments (as defined in section 4.1). If, after all payments to Participating Class Members have been made, there are any unpaid monies remaining in the Net Settlement Amount, said monies shall be paid to the Cy Pres Recipient as defined herein in section 4.6.3. Under no circumstances shall a Participating Class Member's Individual Class Payment exceed the total amount of subrogation payments made by that Participating Class Member to Unique Insurance.

3.2.4.1. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Members. Based on a review of its records to date, Unique Insurance estimates there are 541 Class Members who made total payments to Unique in the amount of \$857,858.17 (“Unique Claimant Payments”).

4.2. Class Data. Not later than [e.g., 15] days after the Court grants Preliminary Approval of the Settlement, Unique Insurance will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Unique Insurance has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Unique Insurance must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Claims Payments

To be eligible for a Claim Payment under this settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a Claim Form or Electronic Claim Form and must not have submitted a request for exclusion.

The Administrator shall establish procedures for receiving and processing Claim Forms and Electronic Claim Forms.

The payment described herein is the only payment to which Settlement Class Members, other than Plaintiff, are entitled under this Agreement. The payments shall be in full and final disposition of the Action, and in consideration for the release of any and all Released Claims as against any and all Released Persons. Any rights to settlement claim payments under this Agreement shall inure solely to the benefit of Class Members and are not transferable or assignable to others.

Claim Submissions

1. The Claim Form shall be without material alteration from Exhibit A, and the

Electronic Claim Form shall be without material alteration from Exhibit A except for changes necessary for conversion to electronic format.

2. Each Settlement Class Member will be provided an opportunity to submit, at his or her option, either a Claim Form or an Electronic Claim Form requesting a payment calculated in accordance with Paragraph 3.2.4.
3. A Claim Form submitted for a Settlement Class Member who has more than one claim shall constitute a Claim Form for all covered claims of the Settlement Class Member.
4. To be considered for payment, a Claim Form must be postmarked no later than sixty (60) days after entry of the Preliminary Approval Order. Electronic Claim Forms must be submitted electronically no later than the 60th day after the Preliminary Approval Order.
5. A Settlement Class Member must include in a Claim Form (i) the name and current address of the Settlement Class Member and (ii) the claim number. The Claim Form also must contain a signature, or in the case of an Electronic Claim Form, an electronic signature, certifying the claim under penalty of perjury.

4.4. Claims Administration

Claim Forms that are timely mailed to the correct address or timely submitted electronically shall be processed as follows:

- (a) The Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to submit a claim form or cure an otherwise defective claim form in order to award payment to a Member.
- (b) If a Claim Form is unsigned, illegible, or does not include the Class Member claim number involved in the claim or is otherwise determined to be defective by the Administrator, the Administrator shall send the claimant a letter, informing him or her of the defect and providing the claimant with thirty (30) days in which to cure the defect. The Administrator shall provide Defendant and Class Counsel with a report of the letters sent inclusive of reasons as to why the claim is determined to be defective. If the claimant does not subsequently provide a Claim Form curing the defect and postmarked within thirty (30) days of the date of the Administrator's letter, that Claim Form shall be deemed defective and not eligible for payment, and the claimant shall not have an additional opportunity to cure the defect.
- (c) In the event the Member submits a timely Claim Form in response to

the Administrator's Notice of Defect letter, the Administrator shall have the sole discretion and authority to determine whether the defect has been cured and whether to award payment to the Member.

- (d) For any claim not timely postmarked, and received prior to the Final Fairness Hearing, the Administrator shall provide the Settlement Class Member with written notice thereof.

4.5. Funding of Gross Settlement Amount. Unique Insurance shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than [30] days after the Effective Date. However, Unique agrees to transmit \$20,000.00 of the Gross Settlement Amount to the Administrator no later than fourteen [14] days after the entry of the Preliminary Approval Order to cover a portion of the Administrator Expenses Payment, so that the Administrator may commence its work.

4.6. Payments from the Gross Settlement Amount. Within [14] days after Unique Insurance funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.

4.6.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.6.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.6.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds

represented by such checks to a Court-approved nonprofit organization or foundation (“Cy Pres Recipient”).

The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.6.4. The payment of Individual Class Payments shall not obligate Unique Insurance to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Unique Insurance fully funds the entire Gross Settlement Amount and Individual Class Payments, Plaintiff, Class Members, and Class Counsel release claims against all Released Parties as follows:

5.1 Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to the allegations of the Action (the “Released Claims”). “Released Claims” do not include any failure by any Party hereto to fully comply with the terms of this Agreement. Nothing herein shall be construed as releasing any claim not related to the Action.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to the allegations of the Action (the “Released Claims”). “Released Claims” do not include any failure by any Party hereto to fully comply with the terms of this Agreement. Nothing herein shall be construed as releasing any claim not related to the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree that in light of the jurisdictional concerns outlined in Paragraph 2.3, above, Plaintiff will file its Complaint (substantively identical to the Complaint filed in the Northern District of Illinois) in the Circuit Court of Cook County, Illinois. The parties further agree that immediately thereafter they will jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Unique Insurance’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Unique will prepare and deliver to Class Counsel a signed Declaration from Unique Insurance and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and

Cy Pres Recipient. In their Declarations, Defense Counsel and Unique Insurance shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres]; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Angeion Group to serve as the Administrator and verified that, as a condition of appointment, Angeion Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator uses the QSF's Employer

Identification Number for purposes of providing reports to state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

- 7.4 Notice to Class Members.

- 7.4.1 The Administrator shall promptly notify Class Counsel that the Class Data list has been received and state the number of Class Members in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than the later of thirty [30] days after receiving the Class Data or entry of the Preliminary Approval Order, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit B.

- 7.4.3 Upon the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall promptly re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 If the Administrator, Unique Insurance or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

- 7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative

that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.6 Objections to Settlement.

7.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.6.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than [60] days after the Administrator's mailing of the Class Notice (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).

7.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, and emails.

7.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4 Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.7.5 Final Report by Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Unique estimates that, as of the date of this Settlement Agreement, (1) there are 541 Class Members.

9. **MOTION FOR FINAL APPROVAL.** Not later than 14 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than [five] court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Unique Insurance that any of the allegations in the Operative Complaint have merit or that Unique Insurance has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Unique Insurance's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Unique Insurance reserves the right to contest certification of any class for any reasons, and Unique Insurance reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Unique Insurance's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Unique Insurance and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this

Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Unique Insurance and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Unique Insurance, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Unique Insurance nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of Illinois, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Counsel shall act in good faith and cooperation for the return, rather than the destructions, of Class Data.
- 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Keith L. Gibson, GIBSON LAW GROUP, LLC, 411 North Main Street, Suite 150, Glen Ellyn, IL 60137

To Unique Insurance: Unique Insurance Company c/o Peter R. Ryndak, Johnson & Bell Ltd., 33 West Monroe St., Suite 1900, Chicago, Illinois 60603.

- 11.17 Execution in Counterparts. This Agreement may be executed in one or more

counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Audrius Didjurgis

Audrius Didjurgis (Jun 23, 2026 11:49:58 CDT)

06/23/2026

For Plaintiff

For Unique

Keith Gibson

06/23/2026

Counsel For Plaintiff

Counsel For Unique

EXHIBIT A – CLAIM FORM

Your claim must be submitted online or mailed and postmarked by: August 16, 2026	<p style="text-align: center;">Unique Insurance Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website:</p>	Unique
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To submit a claim, please: (1) provide your full name; (2) provide *either* your Unique policy number or your claim number; (3) provide your address; (4) sign and date this form; and (5) mail the completed form to the below address postmarked on or before August 16, 2026, to the following address:

Unique Insurance Administrator
Subrogation Letter Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

FIRST NAME	LAST NAME	
UNIQUE POLICY NUMBER		
STREET ADDRESS (MAILING ADDRESS)		
CITY	STATE	ZIP

By signing below, I submit this Claim Form.

Signature: _____ Dated _____

Name (please print): _____

To be considered, this Claim Form must be mailed to the above address postmarked on or before August 16, 2026.

EXHIBIT B**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

AUDRIUS DIDJURGIS V. UNIQUE INSURANCE COMPANY
2024 L 14173 (Circuit Court of Cook County, Illinois)

The Circuit Court of Cook County, Illinois authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") against Unique Insurance Company (abbreviate name; "Unique" is used herein as a placeholder) for collection of subrogation payments. The Action was filed by Audrius Didjurgis and seeks payment of subrogation payments made to Unique Insurance ("Class Members")

The proposed Settlement is a Class Settlement requiring Unique Insurance to fund Individual Class Payments.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Unique to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Unique.

If you paid subrogation payments to Unique during the Class Period, you have two basic options under the Settlement:

- (1) **Submit a Claim Form.** You must submit a Claim Form to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert a claim against Unique Insurance.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Must Complete a Claim Form to Participate in the Settlement	<p>You must complete a claim form to participate in the settlement. In exchange for an Individual Class Payment, you will give up your right to assert the claims against Unique that are covered by this Settlement (Released Claims).</p>
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <u>August 16, 2026</u>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
You Can Participate in the Final Approval Hearing _____	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
You Can Challenge the Calculation of Your Individual Payment Written Challenges Must be Submitted by _____	<p>The amount of your Individual Class Payment depends on how much money use paid to Unique Insurance during the Class Period. The amount you paid to Unique during the Class Period according to Unique's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by August 16, 2026. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff was involved in an auto accident with a person insured by Unique Insurance Company. The Action accuses Unique Insurance of violating Illinois law by sending deceptive, unfair and misleading demands for payment related to insurance claims. Plaintiff is represented by attorneys in the Action:

Keith L. Gibson, GIBSON LAW GROUP, LLC, 411 North Main Street, Suite 150, Glen Ellyn, IL 60137. ("Class Counsel.")

Unique Insurance strongly denies violating any laws and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Unique Insurance or Plaintiff is correct on the merits. In the meantime, Plaintiff and Unique Insurance used Magistrate Judge Sheila M. Finnegan, an experienced, neutral mediator.

In an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Unique Insurance have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Unique Insurance does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Unique Insurance has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Unique Insurance Will Pay \$390,000.00 as the Gross Settlement Amount (Gross Settlement). Unique Insurance has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Unique Insurance will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$40% of the Gross Settlement to Class Counsel for attorneys' fees and up to \$10,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
 - C. Up to \$35,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their payments to Unique Insurance.
4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 30 days, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the August 16, 2026 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue a separate claim against Unique Insurance.
6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a

Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Unique Insurance have agreed that, in either case, the Settlement will be void, will not pay any money and Class Members will not release any claims against Unique Insurance.

7. Administrator. The Court has appointed a neutral company Angeion Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges regarding mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Unique Insurance has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Unique Insurance or based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, demands, debts, liabilities, actions, causes of action of every kind and nature, obligations, damages, losses, and costs, whether known or unknown, actual or potential, suspected or unsuspected, direct or indirect, contingent or fixed, that have been, could have been, or in the future might be asserted that arise out of or relate to the allegations of the Action (the “Released Claims”). “Released Claims” do not include any failure by any Party hereto to fully comply with the terms of this Agreement. Nothing herein shall be construed as releasing any claim not related to the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of claims made by all Participating Class Members.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) who submit valid claims. All claims must be submitted by _____.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Audrius Didjurgis v. Unique Insurance Company, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** You may submit an opt-out request to Subrogation Letter Settlement, Attn: Exclusions, P.O. Box 58220, Philadelphia, PA 19102.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Unique Insurance are asking the Court to approve. At least 14 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.subrogationlettersettlement.com.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is August 16, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, Audrius Didjurgis v. Unique Insurance Company and include your name, current address, telephone number, and sign the objection. You may send an objection to Subrogation Letter Settlement, Attn: Objections, P.O. Box 58220, Philadelphia, PA 19102.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.subrogationlettersettlement.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Unique Insurance and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the settlement website at www.subrogationlettersettlement.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Circuit Court of Cook County Website and entering the Case Number for the Action, Case No. 24 L 14173.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Keith L. Gibson, Esq.

Email Address: keith@keithgibsonlaw.com;

Name of Firm: GIBSON LAW GROUP LLC

Mailing Address: 411 North Main Street, Suite 150, Glen Ellyn, IL 60137

Telephone: (630) 677-6745

Administrator:

Name of Company: Angeion Group

Email Address: info@subrogationlettersettlement.com

Mailing Address: Subrogation Letter Settlement, c/o Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Telephone: (833) 863-4151

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void your funds will be sent to the Cy Pres Recipient.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

To Unique Insurance: Unique Insurance Company c/o Peter R. Ryndak, Johnson & Bell Ltd.,
33 West Monroe St., Suite 1900, Chicago, Illinois 60603.

11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

_____	Signed by:	_____
_____ For Plaintiff	Tom Libassi	_____ For Unique
	7990FD8B3DA0496	
_____		_____
_____ Counsel For Plaintiff	Peter R. Ryndak	Counsel For Unique
	6-20-26	