

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 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.

<u><i>Audrius Didjurgis</i></u> Audrius Didjurgis (Jun 23, 2026 11:49:58 CDT)	_____
<u>06/23/2026</u> _____ For Plaintiff	_____ For Unique
<u><i>Keith Gibson</i></u>	_____
<u>06/23/2026</u> _____ Counsel For Plaintiff	_____ Counsel For Unique

EXHIBIT A – CLAIM FORM

Your claim must be submitted online or mailed and postmarked by: August 16, 2026	Unique Insurance Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103 Website:	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	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).
You Can Opt-out of the Class Settlement The Opt-out Deadline is _____	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.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by <u>August 16, 2026</u>	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.
You Can Participate in the Final Approval Hearing _____	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.
You Can Challenge the Calculation of Your Individual Payment Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment depends on how much money you 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.

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.

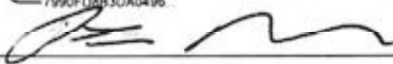
11. WHAT IF I CHANGE MY ADDRESS?

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	