

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

Kemper and Infinity Customers who were sent notice letters on or about March 16, 2021 and May 25, 2021 notifying them that their Personal Identifiable Information (“PII”) was compromised in the Data Incidents may be eligible for a payment from a class action settlement.

A federal court ordered this notice. This is not a solicitation from a lawyer.

Si desea recibir esta notificación en español, llámenos al 1-800-347-9165.

- A settlement has been reached with Kemper Corporation and Infinity Insurance Company (“collectively, the Defendants”) in a class action lawsuit about the data incidents (“the Data Incidents”) that occurred on December 14, 2020 and March 25, 2021. Defendants announced the Data Incidents on or about March 16, 2021 and on or about May 25, 2021. The lawsuit was filed asserting claims against Defendants relating to the Data Incidents. Defendants deny all of the claims and say they did not do anything wrong.
- Plaintiffs allege that on December 14, 2020 and March 25, 2021, Defendants were the targets of two separate data security incidents in which an unauthorized user accessed Defendants’ network and computer systems and which resulted in unauthorized access of personal information. Plaintiffs allege that, as a result of the Data Incidents, an unauthorized user gained access to Plaintiffs’ and Defendants’ customers’, current and former employees’, and agents’ PII, including, but not limited to, names, addresses, Social Security numbers, driver’s license numbers, medical leave information, and/or workers’ compensation claim information.
- The Settlement Class includes all residents of the United States whose information may have been affected by the Data Incidents. There is a separate Settlement subclass for the Settlement Class Members that are California residents. You should have received an email or (if Defendants do not have your email address or if your email address on file did not work) a letter from the Claims Administrator if you are a member of the Settlement Class. That notification included a unique username and password for you to verify your identity to receive the Settlement benefits described in this notice. If for some reason you have not received login information, but believe you are a Settlement Class Member, please call 1-800-347-9165 to verify your identity and receive further information on how to file a claim.
- All Settlement Class Members will be provided access to Aura’s Financial Shield fraud monitoring and protection services for a period of 18 months from the Effective Date of the Settlement without the need to submit a Claim Form. A link with a redemption code to be used directly with Aura Financial Shield was provided in the Notice received from the Settlement Administrator. Financial fraud coverage provided through Financial Shield focuses on real-time monitoring of financial accounts, as well as freezing identity at 10 different bureaus, home and property title monitoring, income tax protection and other services.
- The Settlement provides reimbursement of up to \$10,000 for out-of-pocket expenses and documented lost time that resulted from the Data Incidents for persons who file a valid Claim Form,

as further described below. The Settlement also provides additional benefits of up to \$50 for Class Members who are California residents.

- You must file a Claim Form to receive a payment. You can file a claim online on this website, www.InfinityClassSettlement.com, download a Claim Form and mail it, or you may call 1-800-347-9165 and ask that a Claim Form be mailed to you. The claim deadline is February 24, 2022. You must use the username and password received with your notification to verify your identity as a member of the Settlement Class. If for some reason you did not receive login information, but believe you are a Settlement Class Member, please call 1-800-347-9165 to verify your identity and receive further information on how to file a claim.

**Your legal rights are affected even if you do nothing.
Read this Notice carefully.**

Your Legal Rights & Options in this Settlement		
Submit a Claim	You must submit a claim to get a payment.	Deadline February 24, 2022
Ask to be Excluded	This allows you to sue Defendants over the claims resolved by this Settlement. You will not get anything from this Settlement.	Deadline January 25, 2022
Object	Write to the Court about why you do not like the Settlement. You can still get a payment.	Deadline January 25, 2022
Do Nothing	You get no payment, but will be eligible for 18 months of credit monitoring, and you give up rights.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved in favor of the Settlement.

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Martha M. Pacold of the United States District Court for the Northern District of Illinois is overseeing this case. The case is known as *Aguallo, et al. v. Kemper Corporation and Infinity Insurance Company, Inc.*, Case No. 1:21-cv-01883. The persons who sued are called the Plaintiffs. Kemper Corporation and Infinity Insurance Company are called the Defendants.

2. What is this lawsuit about?

The lawsuit claims that Defendants were responsible for the Data Incidents that occurred, and asserts claims such as: negligence, negligence *per se*, breach of implied contract, violations of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, violations of the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, *et seq.*, and violations of California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* The lawsuit seeks compensation for people who had losses as a result of the Data Incidents.

Defendants deny all of Plaintiffs’ claims and assert they did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiffs” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.” In this case, the Representative Plaintiffs are Irma Carrera Aguallo, Dror Hertz, Kelvin Holmes, Melissa Antonio, Mary Macaronis and Greggory Veech. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiffs and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, in the best interests of the Settlement Class and its members. The Settlement does not mean that Defendants did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you reside in the United States and were sent a notice letter notifying you that your PII was compromised in one or more of the Data Incidents announced by Defendants on or about March 16, 2021 and on or about May 25, 2021. If you were affected, you should have received an email or letter notification. Specifically excluded from the Settlement Class are: (a) Defendants and their respective officers and directors; (b) Settlement Class Members who timely and validly request exclusion from the Settlement Class (for more information about requesting exclusion, see questions 13–15), (c) the Judge assigned to evaluate the fairness of this Settlement; and (d) any other Person found by a court of competent jurisdiction to be guilty under criminal law of

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initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, or have any other questions related to the Settlement, you may:

1. Call 1-800-347-9165;
2. Email InfinityClassSettlementInfo@rg2claims.com; or
3. Write to:

Kemper Data Incidents Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

All Settlement Class Members will be provided access to Aura’s Financial Shield fraud monitoring and protection services for a period of 18 months from the Effective Date of the Settlement without the need to submit a Claim Form. A link with a redemption code to be used directly with Aura Financial Shield was provided in the Notice sent by the Settlement Administrator. Financial fraud coverage provided through Aura Financial Shield focuses on protecting financial assets, freezing identity at 10 different bureaus including the three main credit bureaus, home and property title monitoring, income tax protection and other services. This service is integrated with Early Warning Services to provide real-time monitoring of financial accounts.

The Settlement will also provide payments to people who submit valid claims for expenses or time incurred as a result of the Data Incidents. If for some reason you have not received a unique username and password but you believe you are a Settlement Class Member, please call 1-800-347-9165 to verify your identity and receive further information on how to file a claim.

In addition to the above benefits, California Settlement Subclass Members will also be eligible for an additional benefit of \$50 each.

8. What payments are available?

Settlement Class Members are eligible to receive reimbursement of up to \$10,000 (in total per class member) for the following categories of out-pocket expenses:

- Unreimbursed losses relating to fraud or identity theft;
- Professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

- Costs associated with freezing and unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after December 14, 2020 through the date of claim submission;
- Long distance telephone charges;
- Cell minutes (if charged by the minute or the amount of data usage);
- Internet usage charges (if charged by the minute or the amount of data usage);
- Text messages (if charged by the message);
- Miscellaneous expenses such as notary, fax, postage, copying and mileage; and
- Reimbursement of up to three hours of lost time spent remedying issues related to the Data Incidents (at \$18 per hour) with an attestation and brief description of the actions taken to remedy issues and the time associated with each action.
- Reimbursement of up to an additional three hours if Settlement Class Members are able to document time lost remedying issues related to the Data Incidents (at \$18 per hour or, if you lost work, at a rate of documented compensation up to \$50 per hour) (together “Lost-Time Losses”).
- California Settlement Subclass Members will also be eligible for an additional benefit of \$50 each.

All Lost-Time Losses and California Settlement Subclass Member Claims are capped in the aggregate at \$4,000,000. If the total amount of valid claims exceeds \$4,000,000, each approved claim will be reduced on a *pro rata* basis.

Reasonable documentation must be submitted with your Claim Form showing that the Data Incidents caused the costs incurred in order to receive reimbursement for out-of-pocket costs. More details are provided in the Settlement Agreement, which is available at www.InfinityClassSettlement.com.

HOW TO GET BENEFITS

9. How do I get benefits?

To take advantage of Aura’s Financial Shield services, you must enroll using the redemption code and URL provided in the Notice sent by the Settlement Administrator. You may sign up to receive an email reminder for when the redemption code becomes active after the Effective Date at www.InfinityClassSettlement.com.

To get a payment from the Settlement, you must complete a Claim Form. Please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit it online or mail it postmarked no later than **February 24, 2022**, to:

Kemper Data Incidents Settlement
 c/o RG/2 Claims Administration LLC
 P.O. Box 59479
 Philadelphia, PA 19102-9479

You may submit a claim online or download a copy at www.InfinityClassSettlement.com or you may request one by mail by calling 1-800-347-9165.

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

10. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the claim is complete and the Settlement Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claims Referee selected by the parties.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment, you must submit a Claim Form postmarked by **February 24, 2022**.

12. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against Defendants are described in paragraphs 1.23, 1.24, 1.25 and 1.32 of the Settlement Agreement. You will be releasing Defendants and all related people or entities as described in Section IV.6 of the Settlement Agreement. The Settlement Agreement is available at www.InfinityClassSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the Class Counsel listed in Questions 16 and 18 for free, or you can talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Defendants about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement. You will also not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Aguallo, et al. v. Kemper Corporation and Infinity Insurance Company, Inc.*, Case No. 1:21-cv-01883. Include your name, address, and signature. You must mail your Exclusion Request postmarked by January 25, 2022, to:

Kemper Data Incidents Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as Class Counsel: Gary M. Klinger, Rachele R. Byrd, and Jean S. Martin of Mason Lietz & Klinger LLP; Wolf Haldenstein Adler Freeman & Herz LLP; and Morgan & Morgan Complex Litigation Group, respectively. See question 18 below for Class Counsel’s contact information.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$2,500,000. Class Counsel will also request approval of service awards of up to \$1,500.00 for each of the six Representative Plaintiffs. Any amount that the Court awards for attorneys’ fees, costs, expenses, and service awards will be paid separately by Defendants and will not reduce the amount of payments to Settlement Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How do I tell the Court that I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Aguallo, et al. v. Kemper Corporation and Infinity Insurance Company, Inc.*, Case No. 1:21-cv-01883, with the Clerk of the Court at the address below.

Your objection must include all of the following information: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of all counsel representing you; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative, if applicable; and

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

(vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You must **mail** your objection to Class Counsel and Defense Counsel, postmarked no later than **January 25, 2022**:

Class Counsel	Defense Counsel
Gary M. Klinger MASON LIETZ & KLINGER LLP 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 (202) 975.0477	Casie D. Collignon Matthew D. Pearson BAKER & HOSTETLER LLP 1801 California Street Denver, CO 80202
Rachele R. Byrd WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLP 750 B Street, Suite 1820 San Diego, CA 92101 (619) 239-4599	Joshua Fliegel BAKER & HOSTETLER LLP One North Wacker Drive, Suite 4500 Chicago, Illinois 60606
Jean S. Martin MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin Street, 7th Floor Tampa, FL 33602 (813) 559-4908	

You or your counsel may also file the objection with the Court through the Court’s ECF system, with service on Class Counsel and Defense Counsel made through the ECF system. For all objections mailed to Proposed Settlement Class Counsel and counsel for Defendants, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing telephonically at 10:00 a.m. CDT on **March 15, 2022**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.InfinityClassSettlement.com or call 1-800-347-9165.

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service awards for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed and/or filed your written objection on time according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 18, including all the information required.

Your Objection must be mailed to Class Counsel and Defense Counsel listed in Question 18 and postmarked no later than **January 25, 2022**. In addition, you may file your objection with the Court through the Court's ECF system and Class Counsel and Defense Counsel will be served with a copy through the ECF system.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this Settlement, but you will be entitled to access to Aura's Financial Shield Services for a period of 18 months from the Effective Date of the Settlement, if it is finally approved. Once the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

You must exclude yourself from the Settlement if you want to retain the right to sue Defendants for the claims resolved by this Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available at www.InfinityClassSettlement.com.

You may also:

1. Write to:

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

Kemper Data Incidents Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

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2. Visit the settlement website at www.InfinityClassSettlement.com.
3. Call the toll-free number 1-800-347-9165.

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com