



## **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

1. Unless defined herein, all capitalized terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has subject matter jurisdiction of the Action and over all claims raised therein and all Parties thereto, including the Settlement Class.

3. This Order is based on 735 ILCS 5/2-801-806.

4. Between January 27, 2024, and January 29, 2024, Defendant discovered a cybersecurity disruption on its computer network. Defendant launched an investigation, with the assistance of third-party cybersecurity specialists, to determine the nature and scope of the event. On or about February 29, 2024, the investigation determined that an unauthorized third-party cybercriminal may have gained access to some of Defendant’s systems, and that information contained in those systems may have been compromised by the third-party actor (the “Security Incident”). Defendant’s investigation further determined that the personally identifiable information (“PII”) and/or protected health information (“PHI”) of approximately 4,805 current and former employees (and their dependents) that it maintained on its systems may have been compromised in the Security Incident. The compromised PII and PHI in the Security Incident may have included names, dates of birth, Social Security numbers, driver’s license numbers, health insurance information, subscriber identification numbers, medical diagnoses, and medical treatment information.

5. On April 10, 2024, Plaintiffs filed their Complaint against Defendant in the United States District Court for the Northern District of Illinois and alleged six causes of action: (1) Negligence; (2) Breach of Implied Contract; (3) Invasion of Privacy; (4) Unjust Enrichment; (5)

Breach of Fiduciary Duty; and (6) Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 Ill. Comp. Stat. 505/1, *et seq.*

6. Defendant has denied Plaintiffs’ allegations, causes of action, and claims.

7. On or around May 28, 2024, the Parties began discussions to pursue a resolution in this matter. In the following months, Defendant produced informal discovery to Plaintiffs’ Counsel, including information about the cause and scope of the Security Incident and information about the class size. On or around August 12, 2024, the Parties were able to reach an agreement on the principal terms of settlement for the Action, subject to final mutual agreement on all necessary documentation. Since then, the Parties continued to negotiate in good faith and at arms’ length, the finer details of the settlement and drafted and finalized the Settlement Agreement and accompanying Notice and other exhibits.

8. Plaintiffs voluntarily dismissed that claim without prejudice on August 12, 2024.

9. On December 2, 2024, Plaintiffs filed their claims against Defendant related to the Data Breach Security Incident in the Circuit Court of DuPage County, Illinois.

10. Plaintiffs summarize the relevant terms of the proposed Settlement as follows:

11. Documented Out-of-Pocket Losses. Settlement Class Members are eligible for compensation for Documented Out-of-Pocket Losses, up to a total of \$4,500.00 per Settlement Class Member in compensation on submission of a valid and timely Claim Form. Documented Out-of-Pocket Losses may include, but are not limited to, unreimbursed losses relating to fraud or identity theft, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services, costs associated with freezing or unfreezing credit with any credit reporting agency, credit monitoring costs that were incurred on or after the Security Incident through the date of claim submission, and miscellaneous expenses such as notary, fax, postage, copying,

milage, and long-distance telephone charges. Documented Out-of-Pocket Losses shall meet the following conditions:

- a. The loss is an actual, documented, and unreimbursed monetary loss;
- b. The loss was more likely than not caused by the Security Incident;
- c. The loss was incurred after January 27, 2024; and
- d. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

12. Claims for Compensation for Lost Time. Settlement Class Members are eligible for compensation for up to four (4) hours of Lost Time calculated at the rate of \$22.00 per hour (for a total of \$88.00) per claimant upon submission of a valid documented claim for Lost Time, provided they include a brief description of the activities engaged in and the time spent on each such activity and an attestation on the Claim Form that the activities they performed were related to the Security Incident.

13. Credit Monitoring. Settlement Class Members shall be offered an opportunity to enroll in three (3) years of 1 bureau Credit Monitoring Services provided through Cylix.

14. The Court finds that: (i) there is a good cause to believe that the settlement is fair, reasonable, and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case; and (iii) the settlement warrants Notice of its material terms to the Settlement Classes for its consideration and reaction.

## CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

15. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of 735 ILCS 2-801, hereby conditionally certifies the Settlement Class as follows for settlement purposes only (and for no other purposes and with no other effect upon this or any other action, including no effect upon this Action should the settlement not ultimately be approved).

***Settlement Class:*** Shall mean all individuals residing in the United States whose Personal Information may have been compromised in the Security Incident experienced by Plymouth Tube in or around January 2024, including all those who received notice of the breach. Excluded from the Settlement Class are: Excluded from the Settlement Class are: (i) Defendant, its officers, directors, agents, affiliates, parents, subsidiaries, successors or assigns, or any entity in which Plymouth Tube has a controlling interest; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge; and (v) Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

16. For the purposes of the conditional certification, the Court preliminary finds for settlement purposes only that the Settlement Class is sufficiently numerous that joinder of all members is impracticable, that there are questions of law and fact common to members of the

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

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

18. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Settlement Agreement shall be null and void *ab initio*, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class and/or the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

## NOTICE AND SETTLEMENT ADMINISTRATION

19. Pursuant to the Settlement Agreement, CPT Group is hereby appointed as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Preliminary Approval Order.

20. The forms of the Short Form Notice,<sup>1</sup> the Long Form Notice,<sup>2</sup> and the Claim Form,<sup>3</sup> along with the proposed publication notice plan, are constitutionally adequate and are hereby approved. Notice shall be provided by US Mail and email (where available). The Notice contains all essential elements required to satisfy state statutory requirements and due process under 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the settlement, their rights under the settlement, including, but not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

21. The Notice program set forth in the Settlement Agreement, and described below, satisfies the requirements of 735 ILCS 5-2/801, provides the best notice practicable under the circumstances, and is hereby approved. *v: a email + mail.*

22. The Settlement Administrator is directed to carry out the Notice program as set forth in the Settlement Agreement.

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<sup>1</sup> Attached as Exhibit A to the Settlement Agreement.

<sup>2</sup> Attached as Exhibit B to the Settlement Agreement.

<sup>3</sup> Attached as Exhibit C to the Settlement Agreement.

23. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Settlement Class Counsel and Defendant's Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to its compliance with the Court-approved Notice Program.

### **EXCLUSIONS AND OBJECTIONS**

#### ***Exclusions***

24. The Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and to not be bound by this Settlement Agreement, if within the sixty (60)-day period beginning upon the Notice Deadline, the Settlement Class Member personally signs and timely submits, completes, and mails a request to be excluded from the Settlement Class ("Opt-Out Request") to the Settlement Administrator at the address set forth in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period (the "Opt-Out Deadline").

25. For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state the case name, *Aaron Weaver, et al. v. Plymouth Tube Company*, Case No. 2024CI1000308 (Ill. Cir. Ct. DuPage Cnty.); (b) the Settlement Class Member's full name and current address, (c) the Settlement Class Member's personal and original signature (or the personal and original signature of a Person previously authorized by law to act on behalf of the Settlement Class Member with respect to the claims asserted in the Action); and (d) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

26. All Settlement Class Members who submit timely and valid opt-out requests shall: (a) receive no benefits or compensation under the Settlement Agreement; (b) shall gain no rights from the Settlement Agreement; (c) shall not be bound by the Settlement Agreement; and (d) shall



have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement, including the Release contained therein, and the Final Order and Judgment thereon, regardless of whether he or she files a Claim Form or receives any benefits from the settlement.

27. An opt-out request or other request for exclusion that does not fully comply with the requirements set forth above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and the Final Approval Order entered thereon.

28. No person shall purport to exercise any exclusion rights of any other person, or purport: (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported opt-out requests shall be void, and the Settlement Class Member(s) who is or are the subject of any such purported opt-out requests shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained herein, and by all proceedings, orders, and judgments in the Action, including the Final Approval Order, unless he or she submits a valid and timely opt-out request.

### ***Objections***

29. Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely, written notice of his or her Objection by no later than sixty (60) days from the Notice Deadline (the "Objection Deadline").

30. To object to the settlement, a Settlement Class Member must file a timely, written notice of his or her Objection in the appropriate form with the Clerk of the Court. The Objection must also be delivered or mailed to Settlement Class Counsel and Defendant's Counsel. The deadline for filing Objections shall be included in the Notice.

31. Such notice shall: (i) state the case name, *Aaron Weaver, et al. v. Plymouth Tube Company*, Case No. 2024CH000308 (Ill. Cir. Ct. DuPage Cnty.); (ii) the Settlement Class Member's full name, current mailing address and phone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorney(s) representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member (or his/her attorney) in the previous three (3) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

32. Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of this Court shall forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, shall not be permitted to object to the approval of the settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement, including the Release contained therein, and by all proceedings, orders, and judgments in the Action, including the Final Order and Judgment.

33. The exclusive means for any challenge to the Settlement Agreement is through the provisions set forth in the Settlement Agreement. Any challenge to the Settlement Agreement, the

Final Approval Order, or any judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

#### **APPOINTMENTS**

34. For settlement purposes only, the Court hereby approves the conditional appointment of Plaintiff Aaron Weaver, individually and on behalf of his minor child, A.W. as Settlement Class Representatives for the Settlement Class.

35. For settlement purposes only, the Court hereby approves the conditional appointment of Cassandra P. Miller of Strauss Borrelli PLLC as Settlement Class Counsel and finds that she is competent and capable of exercising the responsibilities of Settlement Class Counsel.

#### **TERMINATION**

36. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement.

37. If the Settlement Agreement is terminated or not approved, or if the Effective Date does not occur for any reason, then: (i) the Settlement Agreement and all orders entered in connection with the Settlement Agreement shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Courts in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) the parties shall equally be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties

shall be deemed to have reverted to their respective positions and status in the Action as of the date the Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Courts in the Action; and (v) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

### **FINAL APPROVAL HEARING**

38. No later than 14 days prior to the Objection and Opt-Out Deadlines, Plaintiffs must file their papers in support of Settlement Class Counsel's application for fees, costs, and expenses and Service Awards. No later than July 10, 2025, Plaintiffs must file their papers in support of final approval of the Settlement Agreement.

39. A Final Approval Hearing shall be held before the Court, in person, on July 24, 2025, at 10:00 a.m. for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met, and that the Settlement Class Representatives and Settlement Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- b. to determine whether the settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine that Notice: (1) was implemented pursuant to the Settlement Agreement and Preliminary Approval Order, (2) constitutes the best practicable notice under the circumstances, (3) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of the Action and their rights to object to or exclude themselves from

this Settlement Agreement and to appear at the Final Approval Hearing, (4) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (5) fulfills the requirements of the Illinois Code of Civil Procedure, the Due Process Clause of both the United States and Illinois Constitutions, and the rules of the Court;

- d. to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- e. to consider the application for an award of attorneys' fees, costs, and expenses;
- f. to consider the application for Service Awards to the Settlement Class Representatives;
- g. to consider all payments to be made pursuant to the Settlement Agreement;
- h. to dismiss the action with prejudice; and
- i. to rule upon such other matters as the Court may deem appropriate.

40. All proceedings in the Action other than those related to approval of the Settlement Agreement pending entry of the Final Approval Order are stayed.

41. No Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons and any such actions are enjoined or stayed.

**SUMMARY OF DEADLINES**

42. The preliminary approval of the Settlement Agreement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order, include, but are not limited to:

<b><u>Event</u></b>	<b><u>Deadline</u></b>
<b>Class Member Information Deadline</b>	Within 15 days of Preliminary Approval Order, Defendant will provide Settlement Administrator with Class Member Information
<b>Notice Deadline</b>	Within 45 days of entry of Preliminary Approval Order, Settlement Administrator shall send Notice by mail and email (where available) to all Settlement Class Members
<b>Motion for Attorneys' Fees, Costs, Expenses, and Service Awards</b>	Within 45 after the Notice Deadline
<b>Deadline to Opt-Out/Object From Settlement</b>	Within 60 days after the Notice Deadline
<b>Claims Deadline</b>	90 days after the Notice Deadline
<b>Motion for Final Approval of Class Action Settlement</b>	<b>July 10, 2025</b> (14 days before the Final Approval Hearing)
<b>Final Approval Hearing</b>	<b>July 24, 2025 at 10:00 a.m. in Room 2020 (IN PERSON)</b>

**IT IS ORDERED.**

Dated: 2/6/25

  
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THE HONORABLE ANGELO J. KAPPAS  
CIRCUIT COURT JUDGE