

**IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS**

AARON WEAVER, on behalf of himself,
his minor child, **A.W.**, and all others similarly
situated,

Plaintiff,

Case No. 2024CH000308

v.

PLYMOUTH TUBE COMPANY,

Defendant.

FINAL APPROVAL ORDER OF CLASS ACTION SETTLEMENT

WHEREAS, the Court, having considered the Settlement Agreement filed on January 23, 2025 (the “Settlement”) between and among Aaron Weaver individually and on behalf of his minor child, A.W., (“Plaintiff” or “Settlement Class Representative”), and on behalf of the Settlement Class (defined below); and (ii) Plymouth Tube Company (“Defendant” or “Plymouth Tube”), having considered the Court’s February 6, 2024 Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), having held a Final Approval Hearing on July 24, 2025, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff’s Motion for Final Approval of Class Action Settlement Agreement and Award of Attorneys’ Fees, Costs, and Expenses, and Class Representative Service Award is GRANTED.

2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over Plaintiff, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

I. CERTIFICATION OF THE SETTLEMENT CLASS

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Nationwide Class (the "Settlement Class") for settlement purposes only:

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 Security Incident.

5. 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; and (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..

6. Also excluded from the Settlement Class is Jeremy Cloyd, identified in Exhibit E to the Declaration of Katie Tran, filed in support of Plaintiff's Motion for Final Approval, who submitted a timely and valid Request for Exclusion from the Settlement Class prior to the Opt-Out Deadline. This person shall not receive the benefits of the Settlement and shall not be bound by this Order and Judgment.

7. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to 735 ILCS 5/2-801 have been met, in that: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the Settlement Class, which common questions predominate over any questions affecting only individual members; (3) the Class Representative will fairly and adequately protect the interest of the Settlement Class; and (4) the class action is an appropriate method for the fair and efficient adjudication of this controversy. Any objections to the Settlement have been considered and are hereby overruled.

II. NOTICE TO THE SETTLEMENT CLASS

8. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully

satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

III. FINAL APPROVAL OF THE SETTLEMENT

9. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

10. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

11. The Court finds that Plaintiff and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

12. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

IV. DISMISSAL OF CLAIMS AND RELEASE

13. The Action is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

14. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting

to assert a claim on their behalf ("Releasing Parties"), shall be deemed to have fully, finally, and forever released, release, acquit, and forever discharge Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, current and former employees (and their dependents), advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns ("Released Parties") from all any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Security Incident.

V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFF'S SERVICE AWARDS

15. The Court awards attorneys' fees, litigation costs and expenses of \$170,000 and payment of a service award in the amount of \$5,000.00 to the Settlement Class Adult Rep. The Court directs the Settlement Administrator to pay such amounts in

accordance with the terms of the Settlement. Settlement Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's counsel of record in the Action.

VI. OTHER PROVISIONS

16. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the settling Parties and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

17. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

18. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*.

IT IS SO ORDERED.

Dated: 9/4/25

By: 
HONORABLE JUDGE ANGELO J. KAPPAS
CIRCUIT COURT JUDGE