

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

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

Plaintiffs,

v.

PLYMOUTH TUBE COMPANY,

Defendant.

Civil Action No. 2024CH000308

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Aaron Weaver, individually and on behalf of his minor child, A.W. (“Plaintiffs”), and on behalf of the Participating Settlement Class Members (as defined in Paragraph 23), and Plymouth Tube Company (“Defendant” or “Plymouth Tube”) (collectively the “Parties”), in the action *Aaron Weaver, et al. v. Plymouth Tube Company*, Case No. 2024CH000308 filed on December 2, 2024, in the Circuit Court for the Eighteenth Judicial Circuit in DuPage County, Illinois (the “Action”).

RECITALS

WHEREAS, on April 10, 2024, Plaintiffs filed a Complaint against Defendant in the United States District Court for the Northern District of Illinois related to a Security Incident affecting Defendant. Plaintiffs voluntarily dismissed that claim without prejudice on August 12, 2024;

WHEREAS, on December 2, 2024, Plaintiffs filed their claims against Defendant related to the Security Incident in the in the Circuit Court of DuPage County, Illinois;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs in any way; and

WHEREAS, following prolonged and extensive arm’s length negotiations, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the case captioned *Aaron Weaver, et al. v. Plymouth Tube Company*, Case No. 2024CH000308 filed on December 2, 2024, in the Eighteenth Judicial Circuit Court of DuPage County, Illinois.

2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

3. “Defendant’s Counsel” means Devin Haymond and Casie D. Collignon of Baker & Hostetler LLP.

4. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Documented Out-of-Pocket Losses, or Lost Time under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.

5. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.

6. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

7. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 44.

8. “Court” means the Circuit Court for the Eighteenth Judicial Circuit in and for DuPage County, Illinois.

9. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 41(a), which include three (3) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

10. “Documented Out-of-Pocket Losses” means documented expenses and fees incurred or spent as a result of the Security Incident after January 27, 2024, including, without limitations, and by way of example, unreimbursed losses relating to fraud or identity theft;

professional fees (e.g., attorneys' fees, accountants' fees, or credit repair services fees); costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

11. "Effective Date" means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

12. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

13. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as Exhibit E that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise

satisfies the settlement-related provisions of the Illinois Code of Civil Procedure and is consistent with all material provisions of this Agreement.

14. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.

15. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

16. “Lost Time” means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Security Incident, up to a maximum of four (4) hours at \$22.00 per hour, supported by an attestation that the activities were related to the Security Incident, as set forth in Paragraph 41(c).

17. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members in the manner set forth in this Settlement Agreement, Section IV, substantially in the forms attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”).

18. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than forty-five (45) days after entry of the Preliminary Approval Order.

19. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering,

calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

20. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

21. “Opt-Out” means a Settlement Class Member: (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

22. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 53.

24. “Personal Information” shall mean “Personal Identifiable Information” (or “PII”) and “Protected Health Information” (or “PHI”) and includes, but is not limited to, name, date of birth, Social Security number, driver’s license number, health insurance information, subscriber identification numbers, medical diagnoses, and medical treatment information. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement

under the Illinois Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

26. “Released Claims” means 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.

27. “Released Parties” means 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. Each of the Released Parties may be referred to individually as a “Released Party.”

28. “Releasing Parties” and a “Releasing Party” means 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.

29. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 53.

30. “Security Incident” means the cybersecurity incident affecting Defendant which occurred between January 27, 2024, and January 29, 2024.

31. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Paragraph 68.

32. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. “Settlement Administrator” means CPT Group subject to Court approval.

34. “Settlement Class” means all living 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. Defendant represents that the Settlement Class includes up to 4,805 individuals.

35. “Settlement Class Counsel” means Cassandra P. Miller of Strauss Borrelli PLLC.

36. “Settlement Class List” means the list of the names and current or last known mailing address information, to the extent reasonably available, for each Settlement Class Member that Defendant used to inform individuals of the Security Incident. Defendant shall provide this list to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

37. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

38. “Settlement Class Representatives” or “Plaintiffs” means Aaron Weaver and A.W., a minor child, by and through Aaron Weaver.

39. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 45.

40. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 51.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **Class Claims Benefits.** Defendant will pay Approved Claims for Credit Monitoring Services, Documented Out-of-Pocket Losses, and Lost Time as described below. Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories (a) through (c).

- a. **Credit Monitoring Services.** Settlement Class Members shall be offered an opportunity to enroll in three (3) years of one-bureau Credit Monitoring Services provided through CyEx.
- b. **Claims for Documented Out-of-Pocket Losses.** Settlement Class Members who submit a valid Claim Form with supporting documentation shall be eligible to receive compensation for Documented Out-of-Pocket Losses (as defined in Paragraph 10) of up to \$4,500.00.

- c. **Claims for Compensation for Lost Time.** Settlement Class Members who submit a valid Claim Form, including an attestation, shall be eligible to receive compensation for Lost Time (as defined in Paragraph 16), up to 4 hours at a rate of \$22.00 per hour (for a total of \$88.00) per claimant.

42. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Security Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. Defendant will pay the cost of such enhancements separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

43. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of: (a) one hundred and eighty (180) days after the Effective Date; or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

44. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Documented Out-of-Pocket Losses, and/or Lost Time is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Documented Out-of-Pocket Losses and Lost Time are more likely than not caused by the Security Incident, the Settlement Administrator will consider: (i) the timing of the alleged loss and whether it occurred on or after January 27, 2024; (ii) whether the alleged loss involved the types of information for that specific Participating Settlement Class Member that may have been affected in the Security Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) any other factors the Settlement Administrator reasonably deems relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Documented Out-of-Pocket Losses and/or Lost Time by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the

Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

45. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Documented Out-of-Pocket Losses and/or Lost Time and also provide funding instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its

representative shall transmit the funds needed to pay Approved Claims for Credit Monitoring Services, Documented Out-of-Pocket Losses, and/or Lost Time in accordance with the terms of this Agreement.

- b. Payments issued by the Settlement Administrator for Approved Claims for Documented Out-of-Pocket Losses and/or Lost Time shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 45(a).
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

46. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

47. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an email and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and

negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

48. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

49. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

50. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will

look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and consistent with such Court approval.

51. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

52. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from payments and/or costs associated with providing the Settlement benefits in Paragraphs 41-42, as invoiced. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Defendant within ten (10) days of the entry of the Preliminary Approval Order.

V. OPT-OUTS AND OBJECTIONS

53. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. 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; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

- d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement.

54. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and phone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys 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) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three years. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

55. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the

deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs, and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

56. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. 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. Should: (1) the Settlement not receive final approval from the Court; (2) the Effective Date not occur; or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

57. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

58. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120)

days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

59. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendant.

VIII. MODIFICATION AND TERMINATION

60. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

61. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”): (1) within fourteen (14) days of the Court’s refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court’s refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Defendant may also unilaterally terminate this Settlement Agreement within fourteen (14) days written notice to Settlement Class Counsel if more than 25 Settlement Class Members submit valid Requests for Exclusion.

62. **Effect of Termination.** In the event of a termination as provided in Paragraph 61, this Agreement shall be considered null and void, all of the Parties’ obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties’ respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class, and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IX. RELEASES

63. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

64. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

65. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and all Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

66. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representatives in recognition for their contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel's request for a service award not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) total. To the extent more than \$5,000.00 in service awards is sought for the Settlement Class Representatives, Defendant reserves all rights to object and oppose such a request. Defendant shall pay the Court-approved service award to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the

Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

67. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

68. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses, as well as Service Awards, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees, costs, and expenses not to exceed One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00). If Settlement Class Counsel seeks more than \$160,000.00 in attorneys' fees, costs and expenses, Defendant reserves all rights to object and oppose such requests. Defendant shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved attorneys' fees and Litigation Costs and Expenses shall be fully satisfied upon transmission of the funds into the account established by Settlement

Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or Litigation Costs and Expenses. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

69. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

70. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

71. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

72. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

73. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

74. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement

and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

75. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

76. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

77. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

78. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

79. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

80. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

81. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

82. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to choice of law principles.

83. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through email of an Adobe PDF shall be deemed an original.

84. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
cmiller@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Casie D. Collignon
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
ccollignon@bakerlaw.com


The notice recipients and addresses designated above may be changed by written notice to the other Party.

85. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she or they sign this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURES TO FOLLOW. REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES


Plaintiff Aaron Weaver:



Aaron Weaver

Date: 12 / 27 / 2024

Plaintiff A.W. (a minor)



A.W. (by and through Aaron Weaver)


Date: 12 / 27 / 2024

Plymouth Tube Company:

By: _____

Date: _____

Approved as to form by:



By: Cassandra P. Miller
Strauss Borrelli PLLC
Counsel for Plaintiffs and the Settlement Class

Date: 01/05/2025

By: Casie D. Collignon
Baker & Hostetler LLP
Counsel for Defendant

Date: _____

SIGNATURES

Plaintiff Aaron Weaver:

Aaron Weaver

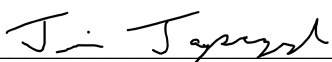
Date: _____

Plaintiff A.W. (a minor)

A.W. (by and through Aaron Weaver)

Date: _____

Plymouth Tube Company:



By: Jim Japczyk, CFO

Date: January 2, 2025

Approved as to form by:

By: Cassandra P. Miller
Strauss Borrelli PLLC
Counsel for Plaintiffs and the Settlement Class

Date: _____



By: Casie D. Collignon
Baker & Hostetler LLP
Counsel for Defendant

Date: 1/2/2025

— EXHIBIT A —

**A proposed Settlement has been reached in a class action Action known as
Aaron Weaver, et al. v. Plymouth Tube Company, Case No. 2024CH000308, in the
Eighteenth Judicial Circuit Court of DuPage County, Illinois (“Action”).**

What is this about? The Action alleges that between January 27, 2024 and January 29, 2024, Plymouth Tube Company (“Plymouth Tube”) experienced an attack by cybercriminals. After an investigation, Plymouth Tube became aware that cybercriminals may have gained access to and acquired copies of certain files from portions of its network which may have contained the personal identifiable information (“PII”) and protected health information (“PHI”) of its current and former employees and their dependents, including dates of birth, Social Security numbers, driver’s license numbers, health insurance information, subscriber identification numbers, diagnoses, and medical treatment information (the “Security Incident”). Plymouth Tube maintains that it had meritorious defenses, and it was prepared to vigorously defend the Action. The settlement is not an admission of any fault, liability, or wrongdoing or an indication that Plymouth Tube has violated any laws, but rather the resolution of disputed claims.

Who is a Settlement Class Member? You are a Settlement Class Member if Plymouth Tube identified you as being among those individuals potentially impacted by the Security Incident, including all who were sent a notice of the Security Incident.

What are the benefits? The Settlement provides the following benefits:

- **Documented Out-of-Pocket Losses:** Up to \$4,500.00 for documented out-of-pocket expenses and fees for bank fees, telephone charges, credit reports, credit monitoring, or other identity theft insurance products, incurred or spent as a result of the Security Incident after January 27, 2024.
- **Lost Time Reimbursement:** Reimbursement for up to four (4) hours of lost time spent dealing with the Security Incident calculated at the rate of \$22 per hour (for a total of \$88.00).
- **Credit Monitoring:** Three (3) years of Credit Monitoring Services to include credit monitoring through one national reporting bureau provided through with at least \$1,000,000.00 in identity theft insurance.

Remedial Relief: Plymouth Tube will also continue security changes made in response to the Security Incident and the Action to protect its employees’ PII and PHI. You must file a claim by mail postmarked by [INSERT DATE] or online at [INSERT WEBSITE] by [INSERT DATE] to receive benefits from the Settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any money from the Settlement. You must exclude yourself by [INSERT DATE].
- **Object:** You can stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT DATE]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at [INSERT WEBSITE]. The Court will hold the Final Approval Hearing at [INSERT] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys’ fees and costs of \$160,000.00 and request the Class Representatives’ service awards of \$5,000.00, and to consider whether and if it should be approved. You may attend the hearing, but you don’t have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel’s Application

for Attorneys' Fees and Expenses, and other documents, visit [INSERT WEBSITE] or call [INSERT PHONE #].

— EXHIBIT B —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Plymouth Tube Company (“Plymouth Tube”) Notified You of a Security Incident, You May Be Eligible for Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.

This Notice summarizes the proposed Settlement reached in a lawsuit entitled *Aaron Weaver, et al. v. Plymouth Tube Company* (Case No. 2024CH000308 filed on December 2, 2024, in the Circuit Court for the Eighteenth Judicial Circuit in and for DuPage County, Illinois. (the “Action”). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **[insert website]** or by contacting the Settlement Administrator at **1-xxx-xxx-xxxx**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Settlement Class.

This notice may affect your rights – please read it carefully.

- The Action alleges that between January 27, 2024 and January 29, 2024, Plymouth Tube Company (“Plymouth Tube”) experienced an attack by cybercriminals. After an investigation, Plymouth Tube became aware that cybercriminals may have gained access to and acquired copies of certain files from portions of its network which may have contained personal identifiable information (“PII”) and protected health information (“PHI”) including names, dates of birth, driver’s license numbers, Social Security numbers, health insurance information, medical reference numbers, Medicare numbers, and or medical diagnosis and/or treatment information (the “Security Incident”). Plymouth Tube maintains that it had meritorious defenses, and it was prepared to vigorously defend the Action. The settlement is not an admission of any fault, liability, or wrongdoing or an indication that Plymouth Tube has violated any laws, but rather the resolution of disputed claims.
- If you received this Notice, you have been identified as a Settlement Class Member. More specifically, you are a Settlement Class Member because you have been identified by the Settlement Administrator as an individual who received notice from Plymouth Tube regarding information that was potentially compromised in the Security Incident.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for Documented Out-of-Pocket Losses such as fees for credit reports, credit monitoring, or other identity theft insurance products, (2) reimbursement for up to four (4) hours of lost time spent dealing with the Security Incident calculated at the rate of \$22 per hour (for a total of \$88.00), and (3) Settlement Class Members can elect to enroll in three (3) years of credit monitoring services to include credit monitoring through one national reporting bureau provided through CyEx with at least \$1,000,000.00 in identity theft insurance.

The deadline to submit a claim is [insert date].

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	<p>You must submit a valid Claim to get money from this Settlement.</p> <p>Claim Forms must be submitted online by , 2025 or, if mailed, postmarked no later than , 2025.</p>
Do Nothing	<p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money or credit monitoring.</p>
Exclude Yourself	<p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this Action. You will not get any money or credit monitoring from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than , 2025.</p>
File an Objection	<p>Stay in the Settlement, but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than , 2025.</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Approval Hearing is scheduled for , 2025 at TIME, DATE, LOCATION.</p>

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 4-5

1. How do I know if I am affected by the Action and Settlement?
2. What is this Action about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits..... Pages 5-6

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representatives receive compensation?

Exclude Yourself..... Page 7-8

10. How do I exclude myself from the Settlement?
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13. Do I have a lawyer in the case?	
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18. Do I have to come to the hearing?	
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Do Nothing.....	Page 11
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21. How do I get more information about the Settlement?	

BASIC INFORMATION

1. How do I know if I am affected by the Action and Settlement?

You are a Settlement Class Member if Plymouth Tube identified you as being among those individuals potentially impacted by the Security Incident, including all who were sent a notice of the Security Incident.

The Settlement Class specifically excludes: (i) Plymouth Tube, 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 associated with the Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this Action about?

This case is known as *Aaron Weaver, et al. v. Plymouth Tube Company*, Case No. 2024CH000308 filed on December 2, 2024, in the Circuit Court for the Eighteenth Judicial Circuit in and for DuPage County, Illinois. The person who sued is called the “Plaintiff” and the company they sued, Plymouth Tube, is known as the “Defendant” in this case. Plymouth Tube will be called “Defendant” in this Notice.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose personally identifiable information (“PII”) or protected health information (“PHI”) was potentially impacted as a result of the Security Incident.

This Action arises out of unauthorized access to Defendant’s systems and certain files potentially containing sensitive information about Plymouth Tube’s current and former employees (and their dependents), including, but not limited to, names, dates of birth, driver’s license numbers, and Social Security numbers (“PII”), or health insurance information, medical reference numbers, Medicare numbers, and or medical diagnosis and/or treatment information (“PHI”) which occurred from approximately January 27, 2024, to January 29, 2024 (the “Security Incident”). After learning of the Security Incident, Defendant mailed notification to persons whose PII or PHI may have been impacted by the Security Incident. Subsequently, this Action was filed asserting claims against Defendant relating to the Security Incident.

Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court

did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.\[insert\].com](http://www.[insert].com).

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

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

You are included in the Settlement if Plymouth Tube identified you as being among those individuals impacted by the Security Incident, including all who were sent a notice of the Security Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [www.\[insert\].com](http://www.[insert].com), call toll-free at ###-###-####, or write to [CPT Group, \[ADDRESS\]](#).

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

Documented Out-of-Pocket Losses: Settlement Class Members are eligible to receive reimbursement for Documented Out-of-Pocket Losses, not to exceed \$4,500.00 per Settlement Class Member, including proven actual monetary losses, which may include: (i) bank fees, (ii) long distance phone charges, (iii) cell phone charges (only if charged by the minute), (iv) data charges (only if charged based on the amount of data used), (v) postage, or (vi) gasoline for local travel; and (b) fees for credit reports, credit monitoring, or other identity theft insurance products purchased between January 27, 2024 and the date of the Claims Deadline. To receive reimbursement for any of the above-referenced Documented Out-of-Pocket Loss expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Settlement Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Security Incident calculated at the rate of \$22 per hour (for a total of \$88.00). Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member provides a brief description of the activities engaged in, 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.

Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in three (3) years of Credit Monitoring Services to include credit monitoring through one national reporting bureau provided through CyEx with at least \$1,000,000.00 in identity theft insurance.

Remedial Relief: Defendant has made certain security changes in response to the Security Incident and the Action. Defendant will continue those security changes and will pay for those changes separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by , 2025 or postmarked no later than , 2025. You can submit an online claim or download a Claim Form at www.com, or you can call the Settlement Administrator toll-free at ###-###-#### for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Plymouth Tube, and each of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, employees, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Parties”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at www.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representatives receive compensation?

Yes. The Class Representatives will receive a service award of up to \$5,000, to compensate them for their services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion, stating your full name, address, and telephone number. Your request for exclusion must: (a) state the name of the Action, *Aaron Weaver, et al. v. Plymouth Tube Company*, Case No. 2024CH000308; (b) your full name and current mailing address; (c) contain your personal signature, or the signature of a person previously authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf of); and (d) the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement at the top of the communication.

Your written request for exclusion must be postmarked no later than , 2025 to:

[ADDRESS]

Instructions on how to submit a request for exclusion are available at [www.\[insert\].com](http://www.[insert].com) or from the Claims Administrator by calling [###-###-####](tel:###-###-####).

If you exclude yourself, you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Action, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed STRAUSS BORRELLI PLLC (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. 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.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs and expenses in an amount not to exceed \$160,000.00. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, [www.\[insert\].com](http://www.[insert].com), before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel, and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the name of the Action, *Aaron Weaver, et al. v. Plymouth Tube Company* (Case No. 2024CH000308);
- b) your full name, current mailing address, and phone number;
- c) a statement that states with specificity your grounds for your objection, as well as any documents that support your objection;
- d) a statement as to whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- e) the identity of any attorneys representing you;
- f) a statement regarding whether you or your attorney will to appear at the Final Approval Hearing;
- g) a list of all other lawsuits (if any) in which your attorney has submitted an objection to a class action settlement within the last three (3) years; and,
- h) your signature or your attorney's signature.

Your Objection must be postmarked no later than , 2025 at:

[ADDRESS]

In addition, you must concurrently email or mail a copy of your objection to the Settlement Administrator, postmarked no later than , 2025, to:

[ADDRESSES]

If you do not submit your objection with all the above requirements, or if your objection is not received by , 2025 you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on , [DATE, TIME, ADDRESS]. The hearing may be held remotely, or moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who

have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award to the Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Persons described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit www.com or call ###-###-####. You may also contact the Settlement Administrator at [\[ADDRESS\]](#).

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

— EXHIBIT C —

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual 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: (i) Plymouth Tube Company, 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.

Settlement Class Members may submit a claim form for: (1) Documented Out-of-Pocket Loss Claims; (2) Lost Time calculated at the rate of \$22.00 per hour for up to four (4) hours (for a total of \$88.00); and/or (3) Three (3) years of one bureau credit monitoring.

Documented Out-of-Pocket Losses: Claims up to \$4,500.00 must be supported with documentation and includes any loss that is, (i) an actual, documented and unreimbursed monetary loss; (ii) that was more likely than not caused by the Security Incident; and (iii) was incurred after January 27, 2024, and before the end of the claim period. Documented Out-of-Pocket Losses may include 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 mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Credit Monitoring Services. All Settlement Class Members shall have the ability to make a claim for three (3) years of one bureau credit monitoring services and identity theft protection by choosing this benefit on this Claim Form.

Lost Time Claims must be supported by an attestation that the activities they performed were related to the Security Incident. Claims for Lost Time are subject to the \$4,500.00 cap for Documented Out-of-Pocket Losses.

This Claim Form may be submitted electronically *via* the Settlement Website at [redacted] or completed and mailed, including any supporting documentation, to: [settlement admin address].

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

Your claim must be submitted online or postmarked by: [DEADLINE]

Aaron Weaver, et al. v. Plymouth Tube Company
In the Eighteenth Judicial Circuit Court of DuPage County, Illinois

CLAIM FORM

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a Settlement payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check - Payment will be mailed to the address provided in Section I above.

V. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date