

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
LEE COUNTY, ILLINOIS

**JOHN LIGHTNER AND MATTHEW  
ALBEE**, individually and as representatives of a  
class of similarly situated persons,

Plaintiffs,

v.

**ALLIED-LOCKE INDUSTRIES, INC.**, an  
Illinois corporation,

Defendant.

Case No.: 2024LA000004

Class Action

Hon. Judge Douglas Lee

~~PROPOSED~~ **ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) between Plaintiffs John Lightner and Matthew Albee (“Plaintiffs”), on their own behalf and on behalf of the Settlement Class (as defined below), and Allied-Locke Industries, Inc. (“Defendant” or “Allied”) (collectively the “Settling Parties”), as set forth in the Settlement Agreement between the Settling Parties, attached as **Exhibit 1** to the Declaration of Cassandra P. Miller in Support of Plaintiffs’ Motion for Preliminary Approval, and the Court having duly considered the papers and arguments of counsel, the Court hereby **GRANTS** this Motion and **ORDERS** as follows:

## **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

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

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

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

4. On or around November 8, 2021 to on or around November 14, 2021, Defendant discovered a network security event on its computer network. Defendant launched an investigation to determine the nature and scope of the event. On or about March 10, 2022, the investigation determined that an unauthorized third-party actor gained access to Defendant’s systems, and that information contained in those systems may have been compromised by the unauthorized actor (the “Data Security Incident”). Defendant’s investigation further determined that the personally identifiable information (“PII”) and/or protected health information (“PHI”) of approximately 2,619 current and former employees and their dependents that it maintained on its systems may have been compromised in the Data Security Incident. The compromised PII and PHI in the Data Security Incident may have included names, addresses, Social Security numbers, dates of birth, financial account information, medical information, and health insurance information.

5. On February 26, 2024, Plaintiffs filed their Complaint and alleged six causes of action: (1) Negligence; (2) Breach of Implied Contract; (3) Breach of Fiduciary Duty; (4) Intrusion upon Seclusion/Invasion of Privacy; (5) Unjust Enrichment; and (6) Violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 815 Ill. Comp. Stat. 505/1, *et seq.*

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

7. On or around May 2024, the Settling Parties began discussions to pursue a resolution in this matter. In the following weeks, Defendant produced informal discovery to Plaintiffs' Counsel, including information about the cause and scope of the Data Security Incident and information about the class size. On or around October 21, 2024, the Settling Parties were able to reach an agreement on the principal terms of settlement for the Litigation, subject to final mutual agreement on all necessary documentation. Since then, the Settling Parties continued to negotiate in good faith and at arms' length, the finer details of the settlement and drafted and finalized the Settlement Agreement and accompanying Notice and other exhibits.

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

9. Documented Ordinary Losses. Settlement Class Members are eligible for compensation for documented ordinary losses, up to a total of \$500.00 per Settlement Class Member, following submission of a valid and timely Claim Form. Documented out of pocket losses may include, but are not limited to: bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel, fees for credit reports, credit monitoring, or other identity theft insurance products. Documented ordinary losses shall meet the following conditions:

- a. the expense was incurred as a result of the Data Security Incident;
- b. the expense was incurred after the date of the Data Security Incident (November 8, 2021); and
- c. the expense is not already covered by one of the other benefits described in the Parties' Settlement Agreement.

10. Claims for Compensation for Lost Time. Settlement Class Members are eligible for compensation for up to 4 hours of Lost Time at a rate of \$20.00 per hour (for a total of up to \$80.00), to be applied against the \$500.00 individual cap for Ordinary Loss or \$3,500.00 individual cap for Extraordinary Loss, upon submission of a valid documented claim for Lost Time, provided they include a brief description of the activities engaged in and the time spent on each such activity and an attestation on the Claim Form that the activities they performed were related to the Data Security Incident.

11. Claims for Documented Extraordinary Losses. Settlement Class Members are eligible for compensation for documented extraordinary losses, up to a total of \$3,500.00 per Settlement Class Member submission of a valid and timely Claim Form. Documented extraordinary losses may include, but are not limited to, unreimbursed losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, costs associated with freezing or unfreezing credit with any credit reporting agency, credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission. Documented extraordinary losses shall meet the following conditions:

- a. the expense must be an actual, documented, and unreimbursed monetary loss;
- b. the expense must be more likely than not caused by the Data Security Incident;
- c. the expense must have been incurred after November 8, 2021, the date of the Data Security Incident; and
- d. the expense must not be covered by any other reimbursement categories described in the Parties' Settlement Agreement.

12. Credit Monitoring. Settlement Class Members shall be offered an opportunity to enroll in two years of single bureau credit monitoring services.

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

#### **CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

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

***Settlement Class:*** Shall mean all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by Allied in or around November 2021, including all those who received notice of the Data Security Incident. Excluded from the Settlement Class are (i) Defendant, its officers and directors; (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 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 Data Security Incident or who pleads *nolo contendere* to any such charge.

15. For the purposes of the conditional certification, the Court preliminary finds for settlement purposes only that the Settlement Class is sufficiently numerous that joinder of all members is impracticable, that there are questions of law and fact common to members of the Settlement Class that predominate, that the Settlement Representative Plaintiffs will fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

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

17. The certification of the Settlement Class shall be binding only with respect to the settlement of the Litigation. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Settlement Agreement shall be null and void *ab initio*, the Parties shall be restored to their respective positions in the Litigation

as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class and/or the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose.

### **NOTICE AND SETTLEMENT ADMINISTRATION**

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

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

20. The Notice program set forth in the Settlement Agreement, and described below, satisfies the requirements of 735 ILCS 5-2/801, provides the best notice practicable under the circumstances, and is hereby approved.

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

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

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

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

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

### **EXCLUSIONS AND OBJECTIONS**

#### *Exclusions*

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

24. For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state the case name, *John Lightner et al. v. Allied-Locke Industries, Inc.*, Case No. 2024LA00004, in the Circuit Court of Lee County, Illinois; (b) the Settlement Class Member's full name and current address; (c) the Settlement Class Member's personal and original signature (or the personal and original signature of a Person previously authorized by law to act on behalf of the Settlement Class Member with respect to the claims asserted in the Litigation); and (d) the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

25. All Settlement Class Members who submit timely and valid opt-out requests shall: (a) receive no benefits or compensation under the Settlement Agreement; (b) shall gain no rights from the Settlement Agreement; (c) shall not be bound by the Settlement Agreement; and (d) shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class shall be bound by the terms of the Settlement Agreement, including the Release contained therein, and the Final Order and Judgment thereon, regardless of whether he or she files a Claim Form or receives any benefits from the settlement.

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

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

### *Objections*

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

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

30. Such notice shall: (i) state the case name, *John Lightner et al. v. Allied-Locke Industries, Inc*, Case No. 2024LA00004, (Ill. Cir. Ct. Lee Cnty.); (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorney(s) representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements the Settlement Class Member has objected to in the previous five years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

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

32. The exclusive means for any challenge to the Settlement Agreement is through the provisions set forth in the Settlement Agreement. Any challenge to the Settlement Agreement, the Final Approval Order, or any judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

### **APPOINTMENTS**

33. For settlement purposes only, the Court hereby approves the conditional appointment of Plaintiffs John Lightner and Matthew Albee as Settlement Representative Plaintiffs for the Settlement Class.

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

### **TERMINATION**

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

36. If the Settlement Agreement is terminated or not approved, or if the Effective Date does not occur for any reason, then: (i) the Settlement Agreement and all orders entered in connection with the Settlement Agreement shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation 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 Agreement

shall be treated as vacated, *nunc pro tunc*; (iii) the parties shall equally be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Litigation as of the date the Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Courts in the Litigation; and (v) Defendants shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

### **FINAL APPROVAL HEARING**

37. No later than fourteen (14) days prior to the Objection and Opt-Out Deadlines, Plaintiffs must file their papers in support of Settlement Class Counsel's application for fees, costs, and expenses and Service Awards. Plaintiffs must file their papers in support of final approval of the Settlement Agreement no later than **October 30, 2025**.

38. A Final Approval Hearing shall be held before the Court on **November 13, 2025 at 10:00 a.m. CT** by **Zoom** (Meeting ID 827 2801 2324 Password 694825) for the following purposes:

- a. to determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met, and that the Settlement Representative Plaintiffs and Settlement Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement;
- b. to determine whether the settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine that Notice (1) was implemented pursuant to the Settlement Agreement and Preliminary Approval Order, (2) constitutes the best practicable

notice under the circumstances, (3) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Litigation and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (4) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (5) fulfills the requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States Constitution and the Illinois Constitution, and the rules of the Court;

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

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

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

### **SUMMARY OF DEADLINES**

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

<b><u>Event</u></b>	<b><u>Deadline</u></b>
<b>Class Member Information Deadline</b>	Within 14 days of Preliminary Approval Order, Defendants will provide Settlement Administrator with Class Member Information
<b>Notice Deadline</b>	Within 30 days of entry of Preliminary Approval Order, Settlement Administrator shall send Notice by email and/or mail to all Settlement Class Members
<b>Motion for Attorneys' Fees, Costs, Expenses, and Service Awards</b>	Within 45 days after the Notice Deadline
<b>Deadline to Opt-Out/Object to Settlement</b>	Within 60 days after the Notice Deadline
<b>Claims Deadline</b>	90 days after the Notice Deadline
<b>Motion for Final Approval of Class Action Settlement</b>	Thursday, October 30, 2025
<b>Final Approval Hearing</b>	Thursday, November 13, 2025 at 10:00 a.m. by Zoom

This matter is set for a Final Approval Hearing on **NOVEMBER 13, 2025 at 10:00 A.M.**, before the HONORABLE DOUGLAS LEE in by **Zoom** (Meeting ID: 827 2801 2324, Passcode: 694825)

**IT IS ORDERED.**

Dated: 7/15/2025

  
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THE HONORABLE DOUGLAS LEE  
CIRCUIT COURT JUDGE