

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
LEE COUNTY, ILLINOIS

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

v.
Plaintiff,

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

Defendant.

Case No. 2024LA00004

Judge Douglas E. Lee

FILED
Lee Co. Circuit Court
15th Judicial Circuit
Date: 11/19/2025 2:30 PM
Amy Johnson
AAP

~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, the Court, having considered the Settlement Agreement filed on March 14, 2025 (the “Settlement”) between and among John Lightner and Matthew Albee (“Plaintiffs” or “Representative Plaintiff”), individually and on behalf of the Settlement Class (defined below); and (ii) Allied-Locke Industries, Inc. (“Defendant” or “Allied”), having considered the July 15, 2025 Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), having held a Final Approval Hearing on November 13, 2025, no objections to the Settlement having been received or filed, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

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

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

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

I. CERTIFICATION OF THE SETTLEMENT CLASS

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

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.

5. Excluded from the Settlement Class are: 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; (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.

6. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to 735 ILCS 5/2-801 have been met, in

that: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the Settlement Class, which common questions predominate over any questions affecting only individual members; (3) the Representative Plaintiff will fairly and adequately protect the interest of the Settlement Class; and (4) the class action is an appropriate method for the fair and efficient adjudication of this controversy.

II. NOTICE TO THE SETTLEMENT CLASS

7. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

III. FINAL APPROVAL OF THE SETTLEMENT

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

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

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

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

IV. DISMISSAL OF CLAIMS AND RELEASE

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

13. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, each of the Plaintiffs, the Participating Settlement Class Members, and each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them (“Released Plaintiffs’ Parties”), shall be deemed to have fully, finally, and forever released, acquit, and discharge Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Security Incident (“Released Defendant’s Parties”) (collectively “Released Parties”) from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Security Incident and conduct that was alleged or could have been alleged in the Lawsuit, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Security Incident (the “Released Claims”), provided that nothing in this Release is intended to, does, or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident.

V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFFS' SERVICE AWARD

14. The Court awards attorneys' fees, litigation costs and expenses of \$100,000.00 and payment of a service award in the amount of \$5,000.00 to each of the Settlement Class Representatives. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement. Settlement Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record in the Action.

VI. OTHER PROVISIONS

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

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

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

IT IS SO ORDERED.

11/19/2025

Dated



Judge Douglas E. Lee