

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 www.PlymouthTubeCoSettlement.com or by contacting the Settlement Administrator at 1-888-324-6075.

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 diagnosis, 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.
- 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 June 23, 2025.

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 June 23, 2025, or, if mailed, postmarked no later than June 23, 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 May 23, 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 May 23, 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 July 24, 2025, at 10:00 a.m. (Central Time), at the Office of the Circuit Court Clerk 505 N. County Farm Road Wheaton, Illinois 60187-0707.</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 6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You Page 7

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement..... Pages 7-8

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing..... Page 8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Do Nothing..... Page 8

20. What happens if I do nothing?

Get More Information Pages 8-9

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 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..

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 individuals who sued are called the “Plaintiffs” 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 diagnosis, and medical 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.PlymouthTubeCoSettlement.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 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. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.PlymouthTubeCoSettlement.com, call toll-free at 1-888-324-6075, or write to *Aaron Weaver, et al. v. Plymouth Tube Company* c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

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 (vii) 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, subject to the \$4,500.00 cap for Documented Out-of-Pocket Losses). 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 June 23, 2025, or postmarked no later than June 23, 2025. You can submit an online claim or download a Claim Form at www.PlymouthTubeCoSettlement.com, or you can call the Settlement Administrator toll-free at 1-888-324-6075 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 any of the the “Released Parties, as defined in the Settlement Agreement, regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at www.PlymouthTubeCoSettlement.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 \$5,000.00, 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 **May 23, 2025**, to:

Aaron Weaver, et al. v. Plymouth Tube Company
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

Instructions on how to submit a request for exclusion are available at www.PlymouthTubeCoSettlement.com or from the Settlement Administrator by calling 1-888-324-6075.

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 as defined in the Settlement Agreement 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 Parties as defined in the Settlement Agreement 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 Awards for Class Representatives will be posted on the Settlement Website, www.PlymouthTubeCoSettlement.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 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 May 23, 2025, at:

Aaron Weaver, et al. v. Plymouth Tube Company
Case No. 2024CH000308
Office of the Circuit Court Clerk
505 N. County Farm Road
Wheaton, Illinois 60187-0707

In addition, you must concurrently email or mail a copy of your objection to the Settlement Administrator, postmarked no later than May 23, 2025, to:

Aaron Weaver, et al. v. Plymouth Tube Company
c/o CPT Group, Inc.

50 Corporate Park
Irvine, CA 92606
PlymouthTubeCoSettlement@cptgroup.com

If you do not submit your objection with all the above requirements, or if your objection is not postmarked by **May 23, 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 July 24, 2025, at 10:00 a.m. (Central Time), at the Office of the Circuit Court Clerk 505 N. County Farm Road Wheaton, Illinois 60187-0707. 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.PlymouthTubeCoSettlement.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 Parties as defined in the Settlement Agreement.

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 Awards for Class Representatives, and more, please visit www.PlymouthTubeCoSettlement.com or call 1-888-324-6075. You may also contact the Settlement Administrator at *Aaron Weaver, et al. v. Plymouth Tube Company* c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

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