

**IN THE CIRCUIT COURT OF THE TWENTY-SECOND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS**

LAURA BOGDAN, MARISSA FORESTA,
LAKEENA THOMPSON, SONIA J.
PEREZ, KELLY MONASTIRIAKOS,
LLOYD GARCIA, KARLA GARCIA,
SHARITA MEDINA, and JOHN
WILLIAMS, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

ABBOTT LABORATORIES EMPLOYEES
CREDIT UNION

Defendant.

Katherine M. Keefe
Clerk of the Circuit Court
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2026CH000033
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McHenry County, Illinois
22nd Judicial Circuit

Case No: 2026CH000033

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

THIS MATTER coming before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Abbott Laboratories Employees Credit Union ("ALEC" or "Defendant")¹. The Settlement Agreement is subject to review and approval by the Court under Illinois Code of Civil Procedure 735 ILCS 5/2-801 *et seq.*, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against ALEC should the Court grant Final Approval of the Settlement.

In or around August 2, 2024, Defendant discovered it had experienced a Data Incident in which criminals gained access to its network and computer systems. Plaintiffs subsequently filed a class action complaint against Defendant in the Circuit Court of McHenry County. The

¹ All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement.

Complaint asserts several causes of action, including negligence, breach of implied contract, unjust enrichment, invasion of privacy, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, all of which allegedly arise from the Data Incident. According to the Complaint, Defendant failed to properly secure personal identifiable information, which resulted in the exposure of Plaintiffs' and other individuals' personal information.

Plaintiffs and Defendant, through their counsel, have entered into a Settlement following good faith, arm's-length negotiations and mediation with well-respected data incident mediator, John DeGroote of DeGroote Partners. The Parties have agreed to settle this Action, pursuant to the terms of the Settlement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in the dismissal of the Action with prejudice.

Having reviewed the Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.

1. **Class Certification for Settlement Purposes Only**: Pursuant to 735 ILCS 5/2-801, *et seq.*, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ALEC on or about August 2, 2024.

The Settlement Class specifically excludes: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and

(3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court provisionally finds, for settlement purposes only, that, pursuant to 735 ILCS 5/2-801: (a) the Settlement Class is so numerous that joinder of all Settlement Class members would be impracticable; (b) there are issues of law and fact common to the Settlement Class and those question predominate over any questions affecting only individual members; (c) Plaintiffs and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as Plaintiffs have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; and (d) a class action and class settlement is an appropriate method for a fair and efficient resolution of this controversy.

Certification of the Settlement Class is for settlement purposes only and does not adjudicate liability, damages, the merits of any claim or defense, or certification for litigation purposes if the Settlement fails.

2. **Settlement Class Representatives and Settlement Class Counsel:** The Court approves Plaintiffs Laura Bogdan, Marissa Foresta, Lakeena Thompson, Sonia J. Perez, Kelly Monastiriakos, Lloyd Garcia, Karla Garcia, Sharita Medina, and John Williams as Class Representatives having found them as adequate.

The Court also finds the following counsel are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel: Ben Barnow of Barnow and Associates P.C., Jason S. Rathod of Migliaccio & Rathod LLP, and Gary M. Klinger of Milberg PLLC.

Appointment of Settlement Class Representatives and Settlement Class Counsel is for settlement purposes only and does not adjudicate liability, damages, the merits of any claim or defense, or certification for litigation purposes if the Settlement fails.

Preliminary Approval of Settlement: Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. The Settlement is a claims-made settlement, does not have a Settlement Fund and is not subject to the requirements of 735 ILCS 5/2-807.

3. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

4. **Administration:** The Parties are authorized to use Simpluris as the Settlement Administrator, with responsibility for Class Notice and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement. All costs and expenses associated with providing notice to the Settlement Class including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement, shall be paid by Defendant.

5. **Approval of Notice Program and Notices:** The proposed Notice Program set forth in the Agreement, and the Postcard Notice, Long Form Notice, and the Claim Form attached hereto as Exhibits 1, 2, and 3 satisfy the requirements of 735 ILCS 5/2-801, *et seq.*, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these exhibits may be made without further order from the Court. The Settlement Administrator is

directed to carry out the Notice Program in conformance with the Agreement. By 30 days following entry of this Order, the Settlement Administrator shall complete the Notice Program in the manner set forth in the Agreement.

6. **Findings and Conclusion Concerning Notice:** The Court finds that the form content, and method of giving notice to the Settlement Class as described in the Settlement (including the exhibits thereto): (a) will 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 proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object or opt-out from the proposed Settlement and other rights under the terms of the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class members and other persons entitled to receive notice. As such, the Court concludes that the Notice Program meets all applicable requirements of law and the Due Process Clause(s) of the Illinois and United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

7. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the Settlement Class Member Benefits. Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms, even if they do not submit Claims. As set forth in the Settlement Agreement, ALEC shall bear all costs and expenses associated with providing notice to the Settlement Class and administering the proposed Settlement.

8. **Dissemination of Notice and Claim Forms:** Settlement Class Counsel and Defendant have created a process for assessing and determining the validity and value of Claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Final Judgment are entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement, the Release included in that Settlement, and the Final Approval Order and Final Judgment.

9. **Objections and Appearances:** A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement or the Application for Attorneys' Fees, Costs, Expenses, and Service Awards.

Any Settlement Class Member who intends to object to the request for final approval of the Settlement Agreement or on the application for Attorneys' Fees, Costs, Expenses, and Service Awards must file their objection with the Court and submit their objection to the Settlement Administrator. The objection must be filed to the Court and postmarked by no later than 60 days after the Notice Deadline. To state a valid objection to the Settlement, a Settlement Class Member must provide the following information: (i) the name of the proceedings; (ii) the Settlement Class

Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply with the requirements for objecting in the Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement and shall be bound by all the terms of the Agreement and by all proceedings, orders and judgments in the Action.

Any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or to object to any application for Attorneys' Fees, Service Awards, and reimbursement of litigation expenses, but only if the Settlement Class Member has first filed a timely objection to the proposed Settlement by the deadline set forth in this Order.

If a Final Approval Order and Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein, shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement or Application for Attorneys' Fees, Costs, Expenses, and Service Awards.

10. **Opt-Outs from the Settlement Class:** Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the email address or designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest an intent to be excluded from the Settlement Class, as set forth in the Agreement. To be effective, written notice must be postmarked no later than 60 days after the Notice Deadline.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all Settlement Class Members who have timely and validly opted out of the Settlement Class, which Settlement Class Counsel will file with the Court no later than 14 days before the Final Approval Hearing.

Any Settlement Class Member who does not timely and validly opt out of the Settlement shall be bound by the terms of the Settlement. If a Final Approval Order and Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice to opt out of the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement. All Settlement Class Members who submit valid and timely notices to opt-out of the Settlement shall not be entitled to receive any benefits of the Settlement.

11. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and ALEC,

all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

12. **Stay:** Pending the Final Approval Hearing, all proceedings in this Action are stayed, except proceedings necessary to implement, administer, or seek approval of the Settlement. Settlement Class Members who have not opted out shall be preliminarily enjoined pending further order of this Court from prosecuting Released Claims against the Released Parties.

13. **Final Approval Hearing:** A hearing on final approval of the Settlement Agreement, an award of fees and expenses to Settlement Class Counsel, and Service Awards to the Settlement Class Representatives (the “Final Fairness Hearing”) shall be set by separate order on a date no earlier than 120 days after the entry of this Order and approximately 135 days after the entry of this Order before the undersigned in Room 357 of the Circuit Court of McHenry County, Illinois, at 2200 N. Seminary Ave., Woodstock, IL 60098. At the Final Approval Hearing, the Court will consider (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether Settlement Class Counsel’s application for Attorneys’ Fees, Costs, Expenses and Service Awards should be granted.

14. **Fee Application:** Settlement Class Counsel shall file an application for Attorneys’ Fees, Costs, Expenses, and Service Awards to the Settlement Class Representatives (“Fee Application”) no less than thirty (30) days before the Opt-Out and Objection Deadlines.


15. **Final Approval:** Counsel for the respective parties shall file memoranda, declarations, and other statements and materials in support of the request for final approval of the Parties’ Settlement Agreement no less than fourteen (14) days before the Final Approval Hearing.

The Court reserves the right to adjust the date of the Final Approval Hearing and related deadlines. If dates are altered, the revised hearing date and deadlines shall be posted on the Settlement Website referenced in the Notice. The Parties will not be required to re-send or re-publish notice.

16. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
Deadline for Defendant to Provide Class List to Settlement Administrator	10 days after entry of Preliminary Approval Order
Notice Deadline	30 days after entry of Preliminary Approval Order
Deadline to File Motion for Attorneys' Fees, Costs, Expenses, and Service Awards	30 days before Opt-Out and Objection Deadlines
Opt-Out Deadline	60 days after Notice Deadline
Objection Deadline	60 days after Notice Deadline
Deadline to File Motion for Final Approval of Class Action Settlement	14 days before the Final Approval Hearing
Deadline to Submit Claim Forms	90 days after Notice Deadline
Final Approval Hearing	No earlier than 120 days and approximately 135 days after entry of Preliminary Approval Order

IT IS SO ORDERED this ____ day of _____, 2026.



Honorable David R. Gervais