

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
LASALLE COUNTY, ILLINOIS**

LORI ANDERSON and BIODUN
JAIYEOLA, individually and on behalf all
others similarly situated,

Plaintiffs,

v.

TRIAGE LLC d/b/a TRIAGE STAFFING,

Defendant.

CASE NO.: 2026CH000002

EFILED
4/10/2026
RM
Greg Vaccaro
13th Judicial Circuit
La Salle County, IL

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT,
CERTIFYING SETTLEMENT CLASS, AND
DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). Upon careful consideration of the Motion, arguments of counsel, and being otherwise advised, the Court finds and determines as follows:

Plaintiffs Lori Anderson and Biodun Jaiyeola brought this class action against Defendant Triage LLC d/b/a/ Triage Staffing (“Defendant” or “Triage”) for damages allegedly suffered by Plaintiffs and the Class in connection with an unauthorized intrusion where certain files and data stored within Defendant’s network were potentially accessed (the “Data Incident”). Defendant became aware of the Data Incident on or about May 1, 2025.

The parties, through their counsel, have entered into a Settlement Agreement and Release following good faith, arm’s-length negotiations between counsel experienced in class actions and data privacy matters. The parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, 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 dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto (together, the “Settlement Agreement” or “Settlement”), 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

I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

For settlement purposes only and pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the Court provisionally certifies the classes in this matter defined as follows:

all persons residing in the United States whose Personal Information was potentially compromised in the Triage Staffing Data Incident that occurred on or around May 2025 and were sent a Notice Letter.

Excluded from the Settlement Class are: (i) all persons who are parents, subsidiaries, directors, officers, members and agents of Defendant, and any entity in which Defendant 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; (iv) and anyone who perpetrated the Data Incident; (v) 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 Incident or who pleads *nolo contendere* to any such charge.

The Court provisionally finds, for settlement purposes only, that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement, which was filed with Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

II. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL

Plaintiffs Lori Anderson and Biodun Jaiyeola are hereby provisionally designated and appointed as the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Settlement Class Members, and therefore typical of the Class, and that they will be adequate Settlement Class Representatives.

The Court finds that Stephen J. Pigozzi of Strauss Borrelli PLLC and Ra O. Amen of Mason LLP are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

III. PRELIMINARY SETTLEMENT APPROVAL

Upon preliminary review, the Court 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.

IV. JURISDICTION

The Court finds that it has subject matter jurisdiction and personal jurisdiction over the Parties. Additionally, venue is proper in this Court.

V. FINAL APPROVAL HEARING

A Final Approval Hearing shall be held on AUGUST 18, 2026 at 9:00AM (CST) by Zoom or telephone, to determine, among other things, whether: (i) this matter should be finally certified as a class action for settlement purposes pursuant to 735 ILCS 5/2-801; (ii) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to 735 ILCS 5/2-802; (iii) the action

should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for a Fee Award and Costs should be approved; and (vi) the application of the Settlement Class Representatives for Service Awards should be approved.

Plaintiffs' motion for final approval of the Settlement, including their application for Fee Award and Costs and Service Awards, shall be filed with the Court by JUNE 26, 2026 (14 days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement).

VI. ADMINISTRATION

The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members, including but not limited to, the Settlement Administrator's fees and costs. These payments shall be made separate and apart from the Settlement amounts.

VII. NOTICE TO THE CLASS

The Proposed Notice Program set forth in the Settlement Agreement, including the Short Notice and Long Form Notice, attached to the Settlement Agreement as its Exhibits 1 and 2, satisfy the requirements of 735 ILCS 5/2-803, provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

By MAY 11, 2026 (30 days after entry of this Order), the Settlement Administrator shall commence the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

VIII. FINDINGS CONCERNING NOTICE

The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in Section VII of this Order and the Settlement Agreement (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, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive Notice; and (d) meet all applicable requirements of law, including the 735 ILCS 5/2-803, and the Due Process Clause(s) of the Illinois Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

IX. EXCLUSION FROM CLASS

Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than JULY 10, 2026 (60 days after the Notice Commencement Deadline). The written notification must include: (a) the name of the proceeding, (b) the individual's full name, current address, telephone number and email address (if any), (c) personal signature, and (d) the words "Request for

Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release and the dismissal with prejudice set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

X. OBJECTIONS AND APPEARANCES

A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement, the Service Awards, or Settlement Class Counsel’s requested Fee Award and Costs, and must do so no later than JULY 10, 2026 (60 days after the Notice Commencement Deadline).

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Court by the Objection Deadline; and (b) mailed first-class postage prepaid to the Clerk of Court, Settlement Class Counsel, Defendants’ Counsel, and the Settlement Administrator at the addresses listed in the Notice, and postmarked by no later

than JULY 10, 2026 (60 days after the Notice Commencement Deadline), as specified in the Notice. For an objection to be considered by the court, the objection must also set forth:

- a. the name of these proceedings;
- b. the Settlement Class Member's full name, current mailing address, telephone number, and email address (if any);
- c. a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- d. the identity of any attorneys representing the objector;
- e. a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- f. information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and
- g. the signature of the Settlement Class Member or the Settlement Class Member's attorney.

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, including the Release.

Any Settlement Class Member, including a Settlement Class Member who has not opted-out and files and serves a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to

object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If 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 Agreement, including any final judgment and orders entered thereon, the Service Awards, or the Fee Award and Costs.

XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN

The Settlement Class Representatives 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 settlement benefits to the class and plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of settlement consideration according to the terms of the Settlement Agreement, should 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 Final Judgment is 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 will 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 Agreement, the Release included in the Settlement Agreement, and the Final Judgment.

XII. TERMINATION OF THE SETTLEMENT

This 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 existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

XIII. USE OF ORDER

This Order shall be of no continuing force or effect if Final Judgment is not entered or there is no Effective Date (as defined in the Settlement Agreement). In no event, shall this Order be construed, regarded, or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability in connection with the Data Incident, indication that there was any misuse of information resulting from the Data Incident, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

XIV. STAY OF PROCEEDINGS

Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Judgment, or until further order of this Court.

XV. CONTINUANCE OF HEARING

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

XVI. SUMMARY OF DEADLINES

The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

1. **Notice Commencement Deadline:** MAY 11, 2026
2. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** JUNE 26, 2026
3. **Opt-Out and Objection Deadlines:** JULY 10, 2026
4. **Claim Submission Deadline:** AUGUST 10, 2026
5. **Any Supplements in Support of Final Approval:** AUGUST 4, 2026
6. **Final Approval Hearing:** AUGUST 18, 2026 at 9:00AM (CST) by Zoom (link to be provided by court).

The dates set in this Order should be included as appropriate in the Notices to the Class.

IT IS SO ORDERED this the ___ day of _____, 2026.


HON.