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IN THE CIRCUIT COURT OF CHAMPAIGN COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

*Susan W. McGrath*CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY, ILLINOIS

**SHANNON PIERCE, MICHELLE
WATSON, RILDA FIRKINS, BRIANA
ACUNA, MICHAEL DANIELL, CARA
HAENEL, AND DEBORAH WARE** on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

**COMMUNICATIONS DATA GROUP,
INC., DUO COUNTY TELEPHONE
COOPERATIVE CORPORATION, INC.,
CUMBERLAND CELLULAR, LLC, AND
HOME WIRELESS, INC.**

Defendants.

Case No.: 2026CH000032

Judge: Jason M. Bohm

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware, individually and on behalf of the Settlement Class, and Defendants Communications Data Group, Inc. ("CDG"), Duo County Telephone Cooperative Corporation, Inc. ("Duo"), Cumberland Cellular, LLC ("Cumberland"), and Home Wireless, Inc. ("Home Telecom"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the

Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons residing in the United States who received a Notice of Data Incident letter from CDG or Home Telecom relating to the Data Incident.

Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action and their immediate family, and Court staff.

5. For settlement purposes only, Plaintiffs Shannon Pierce, Michelle Watson, Rilda Firkins, Briana Acuna, Michael Daniell, Cara Haenel, and Deborah Ware are hereby appointed as the Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Raina Borrelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Raina@straussborrelli.com

Gary Klinger
Milberg Coleman Bryson Phillips Grossman LLC
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

William B. Federman
Federman & Sherwood
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
info@federmanlaw.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and Litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice, attached to the Settlement Agreement as Exhibits 1 and 2, and finds that it meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfies Due Process requirements under the U.S. and Illinois Constitutions.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Simpluris, Inc. or such other entity that the parties mutually agreed upon, is hereby appointed Settlement Administrator to supervise and administer the notice and claims process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Notice as set forth in the Settlement Agreement.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against the Defendants or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

13. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered timely, such written exclusion requests must be mailed to the Settlement Administrator by first class mail, postage prepaid, and postmarked no later than 45 days after the Notice Date.

14. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name, address, telephone number, and a statement that they wish to be excluded from the Settlement Class, and must be personally signed by the person requesting exclusion. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class on behalf of any other person within the Settlement Class.

15. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

16. Class Counsel may file any motion seeking an award of attorneys' fees in the amount of no more than \$500,000 plus their reasonable costs and expenses, as well as a Service Award of \$2,500 for the Class Representative, no later than 14 days before the Opt-Out and Objection Deadlines.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees and costs that Class Counsel intends to seek and the payment of the Service Award to the Class Representative, may do so, either personally or through an attorney,

by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendants' Counsel, and the Settlement Administrator no later than 45 days after the Notice Date.

18. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Motion for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing; (e) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (h) all exhibits to be introduced into evidence at the Final Approval Hearing, which must also be attached to, or included

with, the written objection; and (i) the objector's signature (an attorney's signature is not sufficient). Objections not filed and served in accordance with this Order and Settlement Agreement shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Award, and to the Final Approval Order and the right to appeal same.

19. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel.

20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be

bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

21. All papers in support of the Final Approval of the proposed Settlement shall be filed no later than 14 calendar days before the Final Approval Hearing.

22. A Final Approval Hearing shall be held before the Court on **November 16, 2026** at **10:30 a.m.** in Courtroom **C** for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;
- (d) to consider the Motion for Attorneys' Fees, Costs of Class Counsel;
- (e) to consider the Motion for the Service Awards to the Class Representative;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

23. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a

Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

24. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

25. All discovery and other proceedings in the Action as between Plaintiffs and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

26. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Class List to Administrator:	10 days after Preliminary Approval Order
Notice to be begin :	30 days after Preliminary Approval Order
Objection Deadline:	45 days after Notice Date
Opt-Out Deadline:	45 days after Notice Date
Final Approval Motion:	14 days before Final Approval Hearing
Final Approval Hearing:	November 16, , 2026 at 10:30 a.m.

IT IS SO ORDERED.

ENTERED:

/s/ Jason M. Bohm

Honorable Judge Jason B. Bohm

August 12, 2026

Date