MEDINA COMMON PLEAS
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IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

Alexander Cox, Andrew Eisele, Jacob Shimp, James Davis, Brandon Bartch, Alec Holcomb, Darren Sellars, and Carlos Lewis, *individually and on behalf of all others similarly situated*, Plaintiffs, v. The Cornwell Quality Tools Company, Defendant.	Case No. 2026CIV0649 Judge William F. Hutson

PRELIMINARY APPROVAL ORDER

This matter is before the Court for consideration of whether the settlement agreement executed by the parties (the "Settlement Agreement," memorializing the "Settlement") should be preliminarily approved, the proposed settlement class (the "Settlement Class") preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice plan approved.[1] Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

Provisional Certification of the Settlement Class

(1) The Court provisionally certifies the following Settlement Class:

[1] Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

> All individuals within the United States whose Private Information was potentially impacted by the Data Incident publicly announced by Defendant in September 2025, including all those who were sent a notice letter. The Settlement Class specifically excludes: (i) Defendant, the Related Entities, and its respective officers and directors, and any entity in which Defendant has a controlling interest; (ii) all members of the Settlement Class who timely and validly submit an Opt-Out Request in conformity with Paragraph 4 herein; (iii) and all judges assigned to hear any aspect of this litigation, as well as their immediate family members; (iv) any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and (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.

This Settlement Class is provisionally certified for purposes of settlement only.

(2) The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Civ.R. 23, namely that: (a) the class is so numerous that joinder of all members is impractical; (b) that there are common issues of law and fact; (c) that the claims of the Class Representatives are typical of absent class members; (d) that the Class Representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; (e) that common issues predominate over any individual issues; and (f) that a class action is the superior means of adjudicating the controversy.

(3) Plaintiffs Alexander Cox, Andrew Eisele, Jacob Shimp, James Davis, Brandon Bartch, Alec Holcomb, Darren Robert Sellars, and Carlos Matthew Lewis are designated and appointed as the Class Representatives.

(4) The Court finds that Terrence R. Coates of Markovits, Stock & DeMarco, LLC is experienced and will adequately protect the interests of the Settlement Class and is appointed Settlement Class Counsel.

Preliminary Approval of the Proposed Settlement

(5) Upon preliminary review, the Court finds the proposed Settlement Agreement and Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement Agreement and Settlement are preliminarily approved.

Final Approval Hearing

(6) A Final Approval Hearing shall take place before the Court on [redacted], 2026, at [redacted] a.m./p.m., to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Civ.R. 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of Attorneys' Fees and Costs should be approved; and (f) the application for Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Settlement Class Counsel shall submit the application for Fee Award and Costs and Service Awards no later than 14 days before the Opt-Out Deadline and Objection Deadline.

(8) Any Settlement Class Member that has not timely and properly opted out from the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to opt out from the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement

Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

(9) Simpluris is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all Settlement Claims submitted by any Settlement Class Member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Costs of Settlement Administration incurred by the Settlement Administrator will be paid by Defendant as provided in the Settlement Agreement. Class Counsel and Defendant's Counsel may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

Notice to the Settlement Class

(10) The Short Notice, Long Notice, and Claim Form attached to the Settlement Agreement as Exhibits A through C, satisfy the requirements of Civ.R. 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Class Counsel and Defendant's Counsel. The Settlement Administrator is directed to carry out the Notice plan and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

(11) The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient Notice to those persons entitled to

receive notice; and (d) satisfy the requirements of Civ. R. 23, the constitutional requirement of due process, and any other legal requirements. 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.

Opt-Outs from the Settlement Class

(12) Any individual that wishes to be excluded from the Settlement must mail a written notification of such intent by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which shall be 60 days after the Notice Commencement Date. The written notification must: (a) contain the Settlement Class Member's full name, mailing address, telephone number, and email address (if any); (b) identify the case name and docket number—*Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649; (c) be personally signed by the Settlement Class Member; and (d) clearly manifest an intent to opt out of the Settlement. Any individual who does not submit a valid and timely Opt-Out Request in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely Opt-Out Requests from the Settlement shall not: (a) be bound by any orders or judgments entered in connection with the Settlement; (b) be entitled to any relief under, or be affected by, the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the parties with copies of all Opt-Out Requests promptly upon receipt and a final list of all persons that have timely and validly excluded themselves from the Settlement Class in accordance with the terms of the Settlement Agreement

and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested exclusion from the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) 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 a written objection is submitted to the Court on or before the Objection Deadline, which shall be 60 days after the Notice Commencement Date. For the objection to be considered by the Court, the written objection must include:

(i) the objector's full name, mailing address, telephone number, and email address;

(ii) the case name and docket number—*Cox, et al. v. The Cornwell Quality Tools Company*, Medina C.P. No. 2026CIV0649;

(iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice the objector received;

(iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection that the objector believes applicable and any supporting documents;

(v) the identity of any and all counsel representing the objector in connection with the objection;

(vi) a statement of whether the objector and/or his or her counsel will appear at the Final Approval Hearing;

(vii) a list of all persons who will be called to testify, including objector, at the Final Approval Hearing in support of the objection (if any);

(viii) a statement confirming whether the objector and/or objector's counsel utilized any form of artificial intelligence in preparing the objection; and

(ix) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

(17) A written notice of objection must be mailed to the Settlement Administrator and postmarked by the Objection Deadline. Objections may also be filed directly on the Court's docket on or before the Objection Deadline with service on Settlement Class Counsel, Terrence R. Coates, Markovits, Stock & DeMarco, LLC, 119 East Court Street, Suite 530, Cincinnati, Ohio 45202; and Defendant's Counsel, Christopher A. Wiech, Baker & Hostetler LLP, 1170 Peachtree Street, Suite 2400, Atlanta, GA 30309.

(18) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

(19) Any Settlement Class Member who opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, will be deemed to have opted-out and the objection will be overruled.

Claims Process and Distribution Plan

(20) The Settlement Agreement establishes a process for assessing and determining the validity and value of Settlement Claims and a methodology for paying Settlement Class Members that submit Valid Claims. The Court preliminarily approves this process.

(21) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Benefits, but who fail to submit a Settlement Claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement Agreement including all releases and covenants therein, and the Final Approval Order and Judgment.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which 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 terms of the Settlement Agreement. In such event, the Settlement Agreement and Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including attachments or exhibits and any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved or there is no Effective Date under the

terms of the Settlement, then: (a) this Order shall be of no force or effect; (b) shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; (c) shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and (d) shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it/he/she may have in this action or in any other lawsuit or proceeding.

Stay of Proceedings

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

Continuance of Final Approval Hearing

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

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against CQT related to the Data Incident.

Jurisdiction

(27) The Court finds it has personal and subject-matter jurisdiction over this matter, the

Parties, and all Settlement Class Members.

Summary of Deadlines

(28) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

ACTION	DEADLINE
Notice Commencement Date	45 days after entry of this Preliminary Approval Order
Application for Fee Award and Costs and Service Awards	At least 14 days before the Opt-Out Deadline and Objection Deadlines
Opt-Out Deadline	60 days after Notice Commencement Date (i.e., 105 days after entry of this Preliminary Approval Order)
Objection Deadline	60 days after Notice Commencement Date (i.e., 105 days after entry of this Preliminary Approval Order)
Claims Deadline	90 days after Notice Commencement Date (i.e., 135 days after entry of this Preliminary Approval Order)
Motion for Final Approval and Response to Objections Due	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	2026 at : a.m./p.m. [No earlier than 90 days after Notice Commencement Date (i.e., 120 days after entry of this Preliminary Approval Order)]

IT IS SO ORDERED this 9 day of Sept, 2026.

WILLIAM F. HUTSON, JUDGE
MEDINA COURT OF COMMON PLEAS

The Clerk of Courts is instructed to serve copies of the foregoing Order to all parties or their counsel of record.

Copies of this Order were mailed by the Clerk of Courts on September 9, 2026.

DEPUTY CLERK OF COURT