

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

**REGINALD STOVALL and RYAN
LOZNER**, *on behalf of themselves and all
others similarly situated,*

Plaintiffs,

vs.

**HEXPOL COMPOUNDING AMERICAS,
LLC and HEXPOL HOLDING INC.,**

Defendants.

Case No. CV-2025-07-3212

Judge Alison McCarty

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Plaintiffs, on behalf of themselves and all others that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.
2. The Court has jurisdiction over this litigation, Plaintiffs, Defendants, and Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' motion papers and briefs, and the declarations of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations, through which the basic terms of the Settlement Agreement were negotiated and finalized. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual or segment of the Class and fall within the range of possible approval as fair, reasonable, and adequate.

4. The Court therefore GRANTS preliminary approval of the Settlement Agreement and all of the terms and conditions contained therein.

PRELIMINARY CLASS CERTIFICATION

5. Pursuant to Ohio Rule of Civil Procedure 23, the Court preliminarily certifies, for settlement purposes only, the Class defined in the Settlement Agreement as follows:

All individuals residing in the United States whose PII was compromised in the Data Breach discovered by Defendants in December 2024, including all those individuals who received notice of the Data Breach.

Excluded from the Settlement Class are (i) Defendants; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Ohio Rule of Civil Procedure 23(A) for settlement purposes only: the Settlement Class is comprised of thousands of individuals; there are questions of law or fact common to the Settlement Class; Plaintiffs' claims are typical of those of Settlement Class Members; and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of

Ohio Rule of Civil Procedure 23(B)(3) for settlement purposes only: the questions of law or fact common to the Class predominate over individual questions; and class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

8. The Court hereby appoints Plaintiffs Reginald Stovall and Ryan Lozner as the class representatives for the Settlement Class. The Court provisionally finds that Plaintiffs are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate class representatives.

9. The Court finds the following counsel is experienced and adequate and appoints her as Class Counsel for the Settlement: Brittany Resch of Strauss Borrelli PLLC.

NOTICE AND ADMINISTRATION

10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris as the Settlement Administrator. The Settlement Administrator shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.

11. The Court finds that the proposed notice program set forth in the Settlement Agreement satisfies the requirements of due process and Rule 23 of the Ohio Rules of Civil Procedure and provides the best notice practicable under the circumstances. The notice program is reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the notice program and directs the Parties and the Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the terms of the Settlement Agreement and this Order.

12. The Settlement Administrator shall commence the notice program within the time required by the Settlement Agreement.

13. The Court also approves the versions of the Claim Form and Long and Short Notice.

EXCLUSION AND OBJECTIONS

14. Settlement Class Members who wish to opt out and exclude themselves from the Class may do so by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Deadline. The request for exclusion (or “Opt-Out”) must be in writing and clearly manifest a Person’s intent to be excluded from the Settlement Class. Persons wishing to opt-out of the Settlement Class will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. All requests for exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

15. All Settlement Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order.

16. Settlement Class Members who wish to object to the Settlement may do so by submitting a written Objection to the Court in accordance with the procedures outlined in the Class Notice by sixty (60) days after the Notice Deadline, it must be in writing, postmarked by the Objection Deadline, filed with/or mailed to the Court and the Settlement Administrator and must include: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a list of all other lawsuits (if any) in which you and/or

your attorney has submitted an objection to a class action settlement within the last three (3) years; and, (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice program and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the Settlement, and shall be precluded from seeking any review of the Settlement Agreement or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

18. The Court will hold a Final Approval Hearing on August 11, 2026 at 1:00 PM in Summit County Court of Common Pleas, General Division, 209 S. High Street, Akron, Ohio 44308 or as otherwise ordered.

19. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; (c) the preliminary appointment of Class Counsel should be made final; (d) the preliminary appointment of Plaintiffs as class representatives should be made final; (e) Class Counsel's motion for attorneys' fees and Litigation Expenses should be granted; (f) the Service Awards sought for Plaintiffs should be granted; and (g) a final judgment should be entered.

20. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

21. All proceedings and deadlines in this matter, except those necessary to implement this Order and the settlement, are hereby stayed and suspended until further order of the Court.

22. All Settlement Class Members who do not validly opt out and exclude themselves are hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement Agreement until further order of the Court.

23. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall be considered null and void, (b) all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and (c) the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IT IS SO ORDERED.



JUDGE ALISON McCARTY

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Notice Program Begins (Postcard Notice Sent and Website Notice Established)	30 days after Preliminary Approval Order
Notice Program Complete	90 days after the Notice Deadline
Deadline to file Motion for Final Approval	14 days before original Final Approval Hearing date
Deadline to file Application for Attorneys' Fees, Costs, and Service Awards	14 days before the Opt-Out and Objections Deadlines
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
<u>Final Approval Hearing</u>	August 11, 2026, at 1:00 PM.

