

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

COLTON MCCLINTOCK, TANNER  
WOLCOTT, and ALICIA WOLCOTT,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

ELYRIA FOUNDRY HOLDINGS, LLC and  
ELYRIA FOUNDRY COMPANY LLC,

Defendants.

Case No: No. 24-cv-214017

Judge: Honorable Judge Rothgery

**(STIPULATED AND AGREED  
PROPOSED ORDER)**

---

**PARTIES' STIPULATED AND AGREED 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 similarly situated, and Defendants have entered into a Settlement Agreement and Release, dated August 28, 2025 ("Settlement Agreement") that, if approved, would settle the above-captioned litigation.

The Court notes that Defendants join in Plaintiffs' request for preliminary approval of the Settlement Agreement, and that, by their signatures below, the Parties stipulate to the entry of this Preliminary Approval Order and expressly agree to all relief and directives set forth herein.

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 Personal Information was compromised in the Data Security Incident discovered by Elyria in June 2024, including those individuals who received notice of the breach.

Excluded from the Settlement Class are (i) Defendant (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 family; and (iv) 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 Security Incident or who pleads *nolo contendere* to any such charge.

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 Colton McClintock, Tanner Wolcott, and Alicia Wolcott 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 are experienced and adequate counsel and appoints them as Class Counsel for the Settlement: Leigh Montgomery of Ellzey Kherkher Sanford Montgomery, LLP and Cassandra P. Miller of Strauss Borelli PLLC.

#### **NOTICE AND ADMINISTRATION**

10. Pursuant to the Settlement Agreement, the Parties have designated Analytics Consulting LLC 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 provide 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. Any request for exclusion must be postmarked no later than 60 days after commencement of the notice program. 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 and Judgment.

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. Any Objection must be in writing, postmarked no later than 60 days after commencement of the notice program, and filed with and/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 an in-person Final Approval Hearing on **February 17, 2026 at 10:00 a.m. EST**, in Lorain County Court of Common Pleas, Civil Division, **Room 602**, 225 Court St., Elyria, Ohio 44035 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 become void, shall have no further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the Settlement) shall be (i) admissible into evidence for any purpose in this Litigation or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) deemed an admission or concession by any Settling Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) deemed an admission or concession by

any Party regarding the truth or falsity of any facts alleged in the Litigation or the availability or lack of availability of any defense to the Released Claims.

**STIPULATION OF NON-OPPOSITION BY DEFENDANTS**

I, Carolyn Purwin Ryan, as counsel for Defendants Elyria Foundry Holdings, LLC and Elyria Foundry Company LLC, hereby expressly stipulate that Defendants do not oppose Plaintiffs' Motion for Preliminary Approval of the Settlement. Defendants join in requesting that the Court enter this Preliminary Approval Order and agree to all relief and directives contained herein.

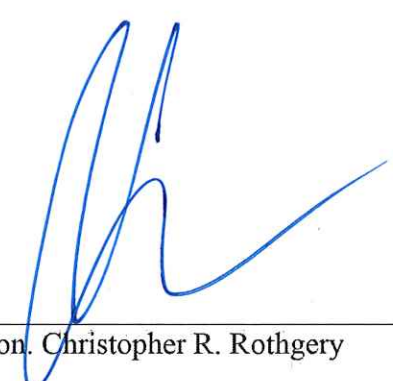


By: Carolyn Purwin Ryan  
Mullen Coughlin LLC  
*Counsel for Defendants*

Date: 09.19.25

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_



Hon. Christopher R. Rothgery

**SO AGREED AND STIPULATED BY:**



By: Cassandra P. Miller  
Strauss Borelli PLLC  
*Counsel for Plaintiffs*

Date: 09/19/25



By: Leigh Montgomery  
Ellzey Kherkher Sanford Montgomery LLP  
*Counsel for Plaintiffs*

Date: 09/19/2025



By: Carolyn Purwin Ryan  
Mullen Coughlin LLC  
*Counsel for Defendants*

Date: 09.19.25

### SETTLEMENT TIMELINE

<b><u>Grant of Preliminary Approval</u></b>	
Notice Program Begins (Postcard Notice Sent and Website Notice Established)	30 days after Preliminary Approval Order
Notice Program Complete	90 days after commencement of the Notice Program
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 commencement of the Notice Program
Objection Deadline	60 days after commencement of the Notice Program
<b><u>Final Approval Hearing</u></b>	<b>February 17, 2026, at 10:00 a.m. EST.</b> The hearing will be conducted <u>in person</u> in <u>Courtroom 602</u> .