STATE OF ILLINOIS **UNITED STATES OF AMERICA** **COUNTY OF DU PAGE**

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

ROSALYN RIVERA
Plaintiff

-VS-

SIRVA RELOCATION LLC
Defendant

2026CH000111
CASE NUMBER

FILED
26 Oct 02 PM 02: 24
Candice Adams
CLERK OF THE
18TH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

AGREED

ACTION ORDER

This matter having come before the Court, the Court having jurisdiction and being fully advised in the premises:

IT IS HEREBY ORDERED as follows:

The case is continued to 01/06/2027 in 2005 at 09:00 AM for HEARING.
Description: Final Approval Hearing

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

This matter having come before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed and considered the Motion, the Settlement Agreement between Plaintiff Rosalyn Rivera ("Plaintiff") and Defendant Sirva Relocation, LLC ("Defendant" or "Sirva"), and all other papers 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:

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

Settlement Class Certification

1. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the following Settlement Class: "All Persons whose Private Information was potentially compromised as a result of the Incident."
2. Excluded from the Settlement Class are: (i) the Judge assigned to evaluate the fairness of this Settlement; and (ii) 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 Incident or who pleads nolo contendere to any such charge.

1. 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, have been preliminarily satisfied.

a. The members of the Settlement Class are so numerous that joinder of all members is impracticable.

b. Questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members, including, without limitation, questions concerning the nature of the Incident, Defendant's alleged conduct, Defendant's alleged data

security practices, and whether Settlement Class Members' Private Information was potentially compromised as a result of the Incident.

c. Plaintiff is an adequate class representative whose interests in this matter are aligned with those of the Settlement Class. Proposed Class Counsel, Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Amina Thomas of CohenMalad, LLP have experience and expertise in prosecuting complex litigation and have committed the necessary resources to represent the Settlement Class.

d. A class action is a superior method for the fair and efficient resolution of this matter.

Preliminary Approval of Settlement

1. 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 arm's length between the Parties, who were represented by experienced counsel.
2. For settlement purposes only, Plaintiff Rosalyn Rivera is appointed as Settlement Class Representative.
3. For settlement purposes only, Amina Thomas
4. of CohenMalad, LLP and Grayson Wells of Stranch, Jennings & Garvey, PLLC are appointed as Class Counsel.

Manner and Form of Notice

1. The Court approves, in form and content, the Postcard Notice and Long Form Notice attached to the Settlement Agreement as Exhibits B and C, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.
2. The Court finds that the notice program 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, satisfies fully the requirements of due process, and constitutes due and sufficient notice to all persons entitled thereto. The Court further finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties may, by agreement, revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.
3. Simpluris is hereby appointed as Settlement Administrator to supervise and administer the notice process, as well as to oversee administration of the Settlement, as more fully set forth in the Settlement Agreement. If Simpluris is unable or unwilling to serve, the Parties may jointly propose another third-party settlement administrator for approval by the Court.
4. Within fourteen (14) days after entry of this Order, Sirva shall provide the Settlement Class List to the Settlement Administrator in accordance with the Settlement Agreement.
5. The Settlement Administrator may proceed with implementation of the notice program in accordance with the Settlement Agreement.
6. Notice shall begin issuing no later than thirty (30) days after entry of this Order.
7. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than sixty (60) days after the Notice Date. The Court approves, as to form and content, the Claim Form attached to the Settlement Agreement as Exhibit A.
8. All Claim Forms must be either postmarked and mailed to the address specified in the Claim Form or electronically submitted through the Settlement Website no later than sixty (60) days after the Notice Date. Settlement Class Members who do not timely submit a valid Claim Form in accordance with the Settlement Agreement shall not be entitled to receive Settlement benefits.
9. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to the Released Claims set forth in the Settlement Agreement, unless such persons timely and properly request exclusion from the Settlement Class as provided below.

Fee and Service Award Motion

1. Plaintiff may file a motion seeking an award of attorneys' fees, costs, and expenses, as well as a Service Award for Plaintiff, in accordance with the terms of the Settlement Agreement, no later than forty-five (45) days after the Notice Date.

Exclusions from the Settlement Class

1. Any person within the Settlement Class may request exclusion from the Settlement Class by submitting a written Request for Exclusion. Such requests for exclusion must be postmarked no later than sixty (60) days after the Notice Date.
2. To be valid, a Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

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

Objections to the Settlement

1. 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 attorneys' fees, costs, and expenses sought by Class Counsel and the requested Service Award, may do so, either personally or through an attorney, by filing a written objection with the Clerk of the Court no later than sixty (60) days after the Notice Date.
2. Any Settlement Class Member who intends to object to the Settlement must also mail a copy of the objection to the Settlement Administrator, Class Counsel, and Defendant's Counsel, postmarked no later than sixty (60) days after the Notice Date.
3. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state: (i) the name of the proceeding; (ii) the Settlement Class Member's full name, address, telephone number, if any, and email address, if any; (iii) information identifying the objector as a Settlement Class Member; (iv) a written statement of all grounds for the objection, accompanied by any legal support or documentation the objector wishes to submit; (v) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (vi) the identity of all lawyers, if any, representing the objector; (vii) a statement of whether the objector or his or her attorneys intends to appear at the Final Approval Hearing; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (ix) a list of all other matters in which the objecting Settlement Class Member and/or his or her attorney has lodged an objection to a class action settlement; and (x) the objector's signature.
4. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order and the Settlement Agreement 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 requested attorneys' fees, costs, and expenses, to the requested Service Award, and to any final approval order and judgment entered.
5. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection 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. Any Settlement Class Member who intends to appear at the Final Approval Hearing must so state in his or her written objection.

Final Approval Hearing

1. Plaintiff shall file the motion for final approval and all supporting papers no later than [fourteen (14) days before the Final Approval Hearing] [or other deadline the Court prefers].
2. A Final Approval Hearing shall be held before this Court on January 6, 2027, at 9:00 AM, in Courtroom [_____], or at such other time and location as the Court may direct, for the following purposes:

a. to determine whether the applicable prerequisites for settlement class certification under 735 ILCS 5/2-801 have been met;

b. to determine whether the Settlement is fair, reasonable, and adequate, and should be finally approved by the Court;

c. to determine whether the judgment as provided under the Settlement Agreement should be entered;

d. to consider Plaintiff's application for attorneys' fees, costs, and expenses;

e. to consider Plaintiff's request for a Service Award;

f. to consider such other matters as the Court may deem appropriate.

1. 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 final judgment approving the Settlement Agreement and a final approval order in accordance with the Settlement Agreement.
2. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Temporary Stay

1. All proceedings in the action as between Plaintiff and Defendant 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.

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Termination of the Settlement

1. If the Settlement fails to become effective in accordance with its terms, or if final approval or final judgment is not entered or is reversed or vacated on appeal, this Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their respective positions without prejudice, as provided in the Settlement Agreement.

Upcoming Deadlines

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

Event	**Deadline**
Sirva to provide Settlement Class List to Settlement Administrator	14 days after entry of Preliminary Approval Order
Notice Deadline / Notice begins issuing	30 days after entry of Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award	45 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Claims Deadline	60 days after Notice Date
Motion for Final Approval	[14 days before Final Approval Hearing]
Final Approval Hearing	January 6, 2027 at 9:00 AM

Submitted by: COLLEEN GARVEY
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File Date: 10/02/2026

JUDGE CRAIG R BELFORD
Validation ID : DP-10022026-0224-12852

Date: 10/02/2026