

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

BRANDON HATHEWAY, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

INTERNATIONAL MOTORS, LLC,

Defendant.

Civil Action No.: 1:25-CV-07989

Hon. Lindsay C. Jenkins

FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Plaintiff and Class Representative Brandon Hatheway (“Plaintiff” or “Class Representative”) in the action *Hatheway, et al. v. International Motors, Inc.*, Case No. 1:25-CV-07989, on behalf of himself and the Class, on the one hand, and Defendant International Motors, Inc.. (“Defendant”) on the other hand, have entered into a Settlement Agreement and Release dated August 27, 2026 (the “Agreement” or “Settlement Agreement”), which provides for a complete dismissal with prejudice of all claims asserted in the Action against Defendant by the Class on the terms and conditions set forth in the Agreement, subject to the approval of this Court (the “Settlement”);

WHEREAS, the capitalized terms not defined in this Final Approval Order and Judgment shall have the same meaning ascribed to them in Article 1 of the Agreement;

WHEREAS, by Order dated April 16, 2026 (the “Preliminary Approval Order”), this Court (1) preliminarily certified the Class for settlement purposes only; (2) preliminarily approved the Settlement; (3) appointed a Settlement Administrator; (4) directed notice be given

to the Class and approved the form and manner of Notice; (5) approved the Plan of Allocation; and (6) scheduled a Fairness Hearing;

WHEREAS, the Court conducted a hearing on August 27, 2026 (the “Fairness Hearing”), to consider, among other things: (1) whether the Class should be certified for settlement purposes only; (2) whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable, adequate, and in the best interests of the Class and should be finally approved by the Court; (3) whether Class Counsel’s Fees and Costs Application is reasonable and should be approved; (4) whether Plaintiff’s requests for Case Contribution Awards are reasonable and should be approved; and (5) whether this Final Approval Order and Judgment should be entered dismissing with prejudice all claims asserted in the Action against Defendant; and

WHEREAS, the Court having reviewed and considered the Agreement, all papers filed and proceedings held herein in the Action in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the parties and each of the Settlement Class members.

2. **Incorporation of Settlement Documents**: This Final Approval Order and Judgment incorporates and makes a part hereof: (a) the Agreement filed with the Court on April 13, 2026 including the exhibits submitted therewith; and (b) the Notice approved by the Court on April 16, 2026.

3. **Class Certification**: The Court has held that the non-opt out Class should be certified under Federal Rule of Civil Procedure 23(a) and 23(b)(1), under the terms of the Agreement. The Court confirms that the class preliminarily certified under Fed. R. Civ. P.

23(b)(1) is appropriate for the reasons set forth in its Preliminary Approval Order, and hereby finally certifies the following non-opt-out class:

All individuals residing in the United States who paid a tobacco surcharge in connection with their participation in the Plan from between January 1, 2016 and December 31, 2025.

4. **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice reasonably practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise all Settlement Class members of the pendency of the Action, of the effect of the Settlement (including the releases provided for therein), of their right to object to the Settlement and appear at the Fairness Hearing, of Class Counsel's Motion for Attorneys' Fee and Costs, and of the Class Representatives' request for Case Contribution Awards; (d) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution including the Due Process Clause, and all other applicable law and rules.

5. **Objections:** The Court finds that there were no objections submitted to the Settlement Agreement, to the Administration Expenses, to the Motion for Attorneys' Fees and Costs, and the Class Representatives' request for Case Contribution Awards.

6. **Final Settlement Approval:** Pursuant to Fed. R. Civ. P. 23(e), the Court hereby approves the Settlement and the terms therein as a fair, reasonable, and adequate settlement and compromise of the claims asserted in the Class Action. The Court finds that the Settlement is fair, reasonable, and adequate to the Plan and Settlement Class members based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

- a. The Settlement resulted from arm's-length negotiations by experienced and competent counsel;

- b. The Settlement was negotiated only after Class Counsel had conducted a pre-settlement investigation and received pertinent information and documents from Defendant in discovery;
- c. Class Counsel and Plaintiff were well-positioned to evaluate the value of the Action;
- d. If the Settlement had not been achieved, Plaintiff and the Settlement Class members faced significant expense, risk, and uncertainty in connection with the litigation, which likely would have been prolonged;
- e. The amount of the Settlement is fair, reasonable, and adequate in light of the claims that were asserted, the risks of litigation, and settlements in other similar cases, and the Plan of Allocation is also fair, reasonable, and appropriate;
- f. The Class Representatives and Class Counsel support the Settlement, and have concluded that the Agreement is fair, reasonable, and adequate;
- g. Settlement Class members had the opportunity to be heard on all issues relating to the Settlement and the requested Administrative Expenses, Attorneys' Fees and Costs, and Class Representative's Case Contribution Awards by submitting objections to the Settlement Agreement to the Court. There were no objections to the Settlement.
- h. The Settlement also was reviewed by an Independent Fiduciary, who has approved and authorized the Settlement.

7. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable, and adequate to the Plan and the Settlement Class, and the Parties are hereby directed to take the necessary steps to effectuate the terms of the Agreement.

8. Plaintiffs' Motion for Attorneys' Fees and Costs, and Class Representatives' Case Contribution Awards, is hereby approved.

9. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court fully and finally approves the Settlement set forth in the Agreement in all respects including, without limitation, the terms of the Settlement; the releases provided for therein; and the dismissal with prejudice of the claims asserted in the Action, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of Plaintiffs, the Class, and the Plan. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions of the Agreement.

10. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Settlement Class member pursuant to the Plan of Allocation.

11. Within thirty-one (31) calendar days following the issuance of all settlement payments to Settlement Class members as provided by the Plan of Allocation, the Settlement Administrator shall prepare and provide to Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

12. **Dismissal of Claims:** As of the Settlement Effective Date, pursuant to Fed. R. Civ. P. 54(b), all of the Claims against Defendant are dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Agreement.

13. **Binding Effect:** The terms of the Agreement and of this Final Approval Order and Judgment shall be forever binding on Defendant, Plaintiffs, and all Settlement Class members, as well as their respective current and former beneficiaries, heirs, descendants, dependents, marital communities, administrators, executors, representatives, predecessors, successors, and assigns, and as described under the Agreement.

14. **CAFA:** Pursuant to the Class Action Fairness Act, 29 U.S.C. § 1711, et seq., a separate notice of the Settlement (“CAFA Notice”) was provided to the Attorneys General for each of the states in which a Settlement Class member resides, the Attorney General of the United

States, and the United States Secretary of Labor. All requirements of the Class Action Fairness Act (“CAFA”), 29 U.S.C. § 1711, et seq., have been met, and Defendant have fulfilled their obligations under CAFA.

15. **Releases:** The releases of the Released Claims, as set forth in the Agreement (the “Releases”), are expressly incorporated herein in all respects. The Releases are effective as of the date of the entry of this Final Approval Order and Judgment.

16. **No Admissions:** This Final Approval Order and Judgment, the Preliminary Approval Order, the Agreement, including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be agreed-upon by the Parties or approved by the Court) and any other supporting papers, and any related negotiations or proceedings: (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against the Defendant or Released Parties of wrongdoing or liability in the Action or any other proceeding; (b) are not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Agreement, whether affirmatively or defensively; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiffs, the Plan, or the Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; and (e) shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have in the event that the Agreement is terminated. This Final Approval Order and the Agreement and any proceedings taken pursuant to the Agreement are for settlement purposes only.

17. **Retention of Jurisdiction:** Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) Class Counsel’s Fee and Expense

Application and the Class Representatives' request for Case Contribution Awards; and (d) the Settlement Class members for all matters relating to the Action.

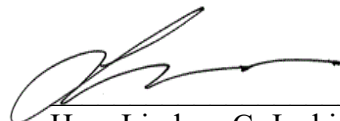
18. **Modification of the Agreement:** Without further approval from the Court, Plaintiffs and Defendant are authorized to agree to and adopt such amendments or modifications of the Agreement or any exhibits attached thereto to effectuate this Settlement that: (a) are not materially inconsistent with this Final Approval Order and Judgment; and (b) do not materially limit the rights of Settlement Class members in connection with the Settlement.

19. **Termination:** If the Settlement does not go into effect or is terminated as provided for in the Agreement, then this Final Approval Order and Judgment (and any orders of the Court relating to the Settlement) shall be vacated, rendered null and void, and be of no further force or effect, except as otherwise provided by the Agreement.

20. **Entry of Final Judgment:** There is no just reason to delay entry of this Final Approval Order and Judgment as a final judgment with respect to the claims asserted in the Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Approval Order and Judgment pursuant to Fed. R. Civ. P. 54(b).

IT IS SO ORDERED.

Dated: 27th day of August 2026


Hon. Lindsay C. Jenkins