

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

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

Plaintiff,

vs.

INTERNATIONAL MOTORS, LLC,

Defendant.

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

**PRELIMINARY APPROVAL ORDER**

- (1) **CONFIRMING PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS;**
- (2) **GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT;**
- (3) **APPOINTING A SETTLEMENT ADMINISTRATOR;**
- (4) **ENJOINING SETTLEMENT CLASS MEMBERS FROM PURSUING ANY CLAIMS THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE RELEASED CLAIMS PENDING FINAL APPROVAL OF THE SETTLEMENT;**
- (5) **DIRECTING NOTICE TO SETTLEMENT CLASS MEMBERS AND APPROVING THE FORM AND MANNER OF NOTICE;**
- (6) **APPROVING THE PLAN OF ALLOCATION;**
- (7) **SCHEDULING A FAIRNESS HEARING; AND**
- (8) **SCHEDULING A HEARING ON CLASS COUNSEL’S FEE AND EXPENSE APPLICATION AND PLAINTIFF’S REQUEST FOR CASE CONTRIBUTION AWARDS.**

The Court, having received and considered the Unopposed Motion for a Preliminary Approval Order (the “Motion”) of Plaintiff and Class Representative Brandon Hatheway (collectively, “Plaintiff” or “Class Representative”) in *Hatheway, et al. v. International Motors, Inc.*, Case No. 1:25-CV-07989, and the papers filed in support of the Motion, including the Class Action Settlement Agreement entered into as of April 10, 2026 and all exhibits thereto (the “Agreement”), and the declarations of counsel, having further considered the arguments of counsel and the pleadings and record in this case, and finding good cause for granting the Motion,

**HEREBY ORDERS AS FOLLOWS:**

1. Capitalized terms not defined in this Order shall have the meaning ascribed to them in Article 1 of the Settlement Agreement and throughout the Settlement Agreement.
2. This Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1).
3. Venue before the Court is proper pursuant to 29 U.S.C. § 1132(e)(2).

4. The Court finds, on a preliminary basis and for the purposes of settlement only, that the requirements for certification under Rule 23(a) and Rule 23(b)(1) are satisfied:

a) The Settlement Class meets the numerosity requirement of Rule 23(a)(1), as it consists of approximately 734 Settlement Class members.

b) The Class Representative has asserted claims that have at least one common question of law or fact to the Settlement Class and relate to the management of the Plan as a whole.

c) The Class Representative is a former participants in the Plan and is typical of other Settlement Class members.

d) The Class Representative has no conflicts with other Settlement Class members, are adequate to represent the Settlement Class, and have retained experienced and qualified counsel to represent the Settlement Class as Class Counsel.

5. Class certification is appropriate under Rule 23(b)(1) because the Class Representative asserts claims on behalf of the Plan as a whole, and prosecution of separate actions by individual Settlement Class members would create a risk of inconsistent or varying adjudications with respect to individual Settlement Class members that would establish incompatible standards of conduct for Defendant and would be dispositive of the interests of other Settlement Class members as a practical matter or would substantially impair or impede their ability to protect their interests.

a) The Court appoints Siri & Glimstad LLP as Class Counsel, and appoints Brandon Hatheway, the Named Plaintiff, as the Class Representative.

b) The non-opt out Settlement Class will be preliminarily certified for settlement purposes only, under the terms of the Settlement Agreement. The Settlement Class is defined as: All individuals residing in the United States who paid a tobacco surcharge in connection with their participation in the Plan between January 1, 2016 and December 31, 2025 (the “Class Period”).

c) If the Court does not issue the Final Approval Order and Judgment, then the certification will be vacated, and Defendant shall not be deemed to have admitted the propriety of Class certification under any provision of Federal Rule 23.

d) The terms set forth in the Settlement Agreement are preliminarily approved, subject to further consideration at the hearing the Court will hold pursuant to Federal Rule of Civil Procedure 23(e) to determine whether the Settlement should receive final approval by the Court, as provided for below (the “Fairness Hearing”). The Agreement is sufficiently within the range of reasonableness to warrant the preliminary approval of the Agreement, the scheduling of the Final Fairness Hearing, and the issuance of Notice to Settlement Class members, each as provided for in this Order.

6. The Court approves the retention by Class Counsel of Angeion Group as the Settlement Administrator.

7. In further aid of the Court’s jurisdiction to review, consider, implement, and enforce the Settlement, the Court orders that Plaintiff, all Settlement Class members and the Plan are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, individually, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, arbitration forum, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action (including but not limited to actions pending as of the date of this Order), that arises out of or relates in any way to the Released Claims.

8. The Court approves the Notice to Settlement Class members in substantially the form attached as Exhibit A to the Agreement. The Court approves the form and content of the Notice and finds that the proposed Settlement Notice fairly and adequately:

- a. Summarizes the claims that are asserted;
- b. Identifies the Settlement Class;
- c. Describes the terms and effect of the Settlement Agreement, including the benefits of the Settlement and the class release;

- d. Notifies the Settlement Class that Class Counsel will seek compensation from the Net Settlement Amount for Administrative Expenses, Attorneys' Fees and Expenses, and Case Contribution Fees;
- e. Describes how the recipients of the Class Notice may object to the Settlement, or any requested Administrative Expenses, Attorneys' Fees and Expenses, or Case Contribution Fees; and
- f. Gives notice to the Settlement Class of the time and place of the Fairness Hearing, and Settlement Class members' right to appear.

9. The Court finds that the Plan of Allocation proposed by Plaintiff and Class Counsel for allocating the Settlement Amount to Settlement Class members, as described in **Exhibit B** to the Agreement, is likely to receive final approval and that the agreement is within the range of reasonableness to warrant preliminary approval.

**Manner of Giving Notice**

10. Defendant shall provide to the Settlement Administrator, within fourteen (14) calendar days of the entry of this Preliminary Approval Order, the Settlement Class member List, as defined in the Settlement Agreement, sufficient to implement the Plan of Allocation, and distribute the Net Settlement Amount on the terms provided for in the Agreement. The Settlement Class member List provided to the Settlement Administrator pursuant to this Order shall be used solely for the purpose of providing Notice of this Settlement and distribution of the Settlement Fund, and for no other purpose.

11. Within ten (10) calendar days of receipt of the Settlement Class member List, the Settlement Administrator shall cause the Notice to be sent to each Settlement Class member by first class mail.

12. The same date the Notice is initially mailed, the Settlement Administrator shall establish a website containing the Notice, the Agreement and its exhibits, this Order, the Second Amended Complaint, and the Motions for Preliminary Approval and Final Approval (when filed); the Motion for Attorneys' Fees and Expenses (when filed); any approval order or other Court orders related to the Settlement, any amendments or revisions to these documents, and any

other documents or information mutually agreed upon by the Parties, as well as the date, time, and instructions to attend the Fairness Hearing (and any changes thereto).

13. The same date the Notice is initially mailed, the Settlement Administrator shall establish a toll-free telephone number to which Settlement Class members can direct questions about the Settlement.

14. The Court finds that the Notice to be provided as set forth in this Order is the best means of providing notice to the Settlement Class members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Fairness Hearing to all persons affected by or entitled to participate in the Settlement or the Final Fairness Hearing, in full compliance with the requirements of due process and the *Federal Rules of Civil Procedure*.

15. All reasonable costs incurred by the Settlement Administrator for providing the Notice as well as for administering the Settlement shall be paid as set forth in the Agreement.

**Fairness Hearing**

16. The Court will hold the Final Fairness Hearing on August 25, 2026 at 9:15 A.M., in the United States District Court for the Northern District of Illinois, located at the Everett Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604, in person before the Honorable Lindsay C. Jenkins, for the following purposes: (a) to determine 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; (b) to determine whether Class Counsel's fee and expense application is reasonable and should be approved; (c) to determine whether Plaintiff's request for Case Contribution Awards is reasonable and should be approved; (e) to determine whether a Final Approval Order and Judgment substantially in the form attached as **Exhibit D** to the Agreement should be entered; and (f) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Fairness Hearing shall be given to Settlement Class members as set forth in Paragraphs 11-13 of this Order.

17. The Court may adjourn the Final Fairness Hearing and approve the Settlement with such modification as the Parties may agree to, if appropriate, without further notice to the Class.

18. Not later than forty-five (45) calendar days before the Final Fairness Hearing, Class Counsel shall submit their papers in support of final approval of the Settlement Agreement and in support of Class Counsel's Fees and Costs application and approval of Case Contribution Awards.

19. Not later than thirty-five (35) calendar days before the Final Fairness Hearing, the Settlement Administrator shall submit its declaration affirming that the notice process has been completed pursuant to the Settlement Agreement.

**Objections to the Settlement**

20. Settlement Class members can request the Court to deny approval of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Costs or the Case Contribution Awards to be requested for the Class Representative by filing an objection or making an appearance at the Fairness Hearing and stating the objection. The Court will consider written comments and objections to the Settlement, to the proposed motion for Attorneys' Fees and Costs, and to Plaintiff's request for a Case Contribution Award. No appearance is necessary at the Final Fairness Hearing if the objection is submitted in writing. If the objection is submitted in writing, it should (a) clearly identify the case name and number (i.e. *Hatheway, et al. v. International Motors, Inc.*, Case No. 1:25-CV-07989), (b) be submitted to the Court either by mailing it to the Clerk of the Northern District of Illinois at Office of the Clerk, United States District Court for the Northern District of Illinois, Everett Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604, or by filing it in person at any location of the United States District Court for the Northern District of Illinois, and (c) be filed or postmarked on or before August 11, 2026. The objection should including the following information: (1) the objecting Settlement Class member's full name, current address, and current telephone number, and, if represented by counsel, any of his/her/its counsel's name

and contact information; (2) whether the objection applies only to the objecting Settlement Class member, to a specific subset of the Class, or to the entire Class; (3) a statement of the position(s) the objector wishes to assert; (4) copies of any other documents that the objector wishes to submit in support of his/her/its position; and (5) a list of any other objections to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years.

21. Any Settlement Class member who files and serves a written comment or objection may also appear at the Final Fairness Hearing either in person or through qualified counsel retained at their own expense. Any comment or objection that is timely filed or postmarked will be considered by the Court even in the absence of a personal appearance by the Settlement Class member or that Settlement Class member's counsel.

22. The Parties may file written responses to any objections not later than seven (7) calendar days before the Final Fairness Hearing or submit an oral response at the Final Fairness Hearing.

### **Termination of Settlement**

23. This Order shall become null and void, ab initio, and shall be without prejudice to the rights of the Parties, all of whom shall be deemed to have reverted to their respective status in the Action as of April 10, 2026 (for Plaintiff and Defendant), if the Settlement is terminated in accordance with the terms of the Agreement.

### **Use of Order**

24. This Order is not admissible as evidence for any purpose against the Defendant or the Released Parties in any pending or future litigation. This Order: (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against any of the Defendant or the Released Parties of wrongdoing or liability in the Action or any other proceeding; (b) is 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 Settlement Agreement, whether affirmatively or defensively; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiff, the Plan, or the Settlement Class members 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 Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only.

**Jurisdiction**

25. The Court may adjourn or continue the Fairness Hearing without further direct notice to the Settlement Class members other than by notice to Class Counsel and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

**IT IS SO ORDERED.**



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HON. LINDSAY C. JENKINS  
U.S. DISTRICT JUDGE

Dated: 4/16/2026

