

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, LAW DIVISION**

AUDRIUS DIDJURGIS, individually and on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
	)	No. 2024L014173
v.	)	
	)	Calendar N
UNIQUE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

PRELIMINARY APPROVAL ORDER

This matter coming before the Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement of the above-captioned matter (the "Action") between Plaintiff Audrius Didjurgis and Defendant Unique Insurance Company, as set forth in the Settlement Agreement between Plaintiff and Defendant ("Settlement Agreement"), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all terms defined in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact that are common the

members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable and adequate; (ii) the Settlement Agreement has been negotiated at arm's length between experience attorneys familiar with the legal and factual issues of the case, and (iii) the settlement warrants Notice of its materials terms to the Settlement Class for their consideration and response. Therefore, the Court grants preliminary approval of the Settlement Agreement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class:

All persons to whom Defendant issued a subrogation letter during the Class Period arising out of an auto accident with an insured of Defendant which discusses the revocation of that person's drivers' license and the person(s) paid some amount of money to Defendant as a result.

5. For Settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds they are competent and capable of exercising the responsibilities of Class Counsel:

Keith L. Gibson, Esq.
Gibson Law Group LLC
411 North Main Street, Suite 150
Glen Ellyn, IL 60137
(630) 677-6745
keith@keithgibsonlaw.com

6. On October 21, 2026, at 10:00 a.m., or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement and to determine whether: (a) final approval of the Settlement Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses, and an incentive award to the Class Representative should be granted. No later than October 14, 2026, Plaintiff must file his papers in support of Class Counsel's application for attorney's fees and expenses and no later than October 14, 2026, Plaintiff must file his papers in support of final approval of the Settlement Agreement and in response to any objections.

7. As set forth in the Settlement Agreement, the parties have jointly selected a Settlement Administrator, Angeion Group, who shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement. As set forth in the Settlement Agreement, an Administrator Expenses Payment not to exceed \$35,000 to conduct claims administration is hereby approved by the Court.

8. The Court approves the proposed plan for giving Notice to the Settlement Class, as detailed in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all Class Members entitled thereto. The Court directs the Parties and Settlement Administrator to complete all aspects of the notice plan not later than 14 days after entry of this Approval Order.

9. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in

writing no later than September 9, 2026, or 60 days after the Notice is disseminated, whichever is later. To be valid, any request for exclusion must be (a) in writing; (b) identify the case name and number; (c) state the full name and address of the Person in the Settlement Class seeking exclusion; (d) be physically signed by the Person seeking exclusion and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in this Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the Person delivering such a request shall be deemed to remain a Settlement Class Member.

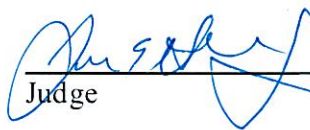
10. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers related to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any claim that has or could have been brought in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any liability, negligence, fault of wrongdoing of any of the Released Parties. Defendant has denied, and continues to deny, the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

11. The certification of the Settlement Agreement shall be binding only with respect to the Settlement of this Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement. If the Settlement Agreement is not finally approved and the litigation resumes, this Court's preliminary findings regarding the propriety of class certification as set forth herein shall be of no further force or effect and this Order shall be vacated in its entirety.

Dated: July 9, 2026

Keith L. Gibson, Esq.
KEITH GIBSON LAW, P.C.
(Cook County ID #101096)
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Glen Ellyn IL 60137
Telephone: (630) 677-6745
keith@keithgibsonlaw.com

ENTERED:



Judge No.

ENTERED
Associate Judge James E. Hanlon, Jr. -2216

JUL 09 2026

MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL