

INDIANA COMMERCIAL COURT

STATE OF INDIANA)
) SS: IN THE MARION SUPERIOR COURT
COUNTY OF MARION) CAUSE NO. 49D01-2308-PL-032426

JOSHUA HAM, REBECCA POEHLER)
ECK, and CRYSTAL BROWNING, as a)
natural parent and guardian of B.B.,)
a minor, individually and on behalf of all)
others similarly situated,)
)
 Plaintiffs,)

v.)

CUMMINS BEHAVIORAL HEALTH)
SYSTEMS, INC.,)
)
 Defendant.)

PRELIMINARY APPROVAL ORDER

This matter is before the Court on the Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Court, being duly advised, now finds that the Motion should be, and hereby is, GRANTED.

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

- 1. Terms not defined in this Order have the meanings set forth in the Settlement Agreement and Release that Plaintiffs filed with the Court.
- 2. The Court has jurisdiction over the subject matter of the Lawsuit, the Plaintiffs, the Settlement Class Members, and Defendant.

Settlement Class Certification

3. Pursuant to Rule 23 of the Indiana Rules of Trial Procedure, the Court preliminarily certifies, for settlement purposes only, a Settlement Class consisting of the following:

Settlement Class: All individuals residing in the United States to whom Defendant sent a notice concerning the Security Incident.

4. Excluded from the Settlement Class are those persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice to be sent to Settlement Class Members.

5. The Court finds that the Settlement Class meets the requirements of Trial Rules 23(A) and (B)(3) in that the Settlement Class is comprised of thousands of persons who share similar claims relating to the Security Incident that would be efficiently resolved in one action and where the Plaintiffs share those same claims and are otherwise adequate.

6. The Court hereby appoints Plaintiffs as Class Representatives of the Settlement Class and appoints Cohen & Malad, LLP as Class Counsel.

Preliminary Approval

7. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against Defendant. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of a mediator; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Indiana Rule of Trial Procedure 23; and (d) is not a finding or admission of liability by Defendant.

Notice and Administration

8. Kroll Settlement Administration LLC is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

9. The Court finds that the notice plan and all forms of Notice to the Class as submitted to the Court (the “Notice Program”) apprises the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program constitutes the best notice practicable under the circumstances and is consistent with due process and the requirements of Rule 23.

10. The Court thus hereby approves the Notice Program. The Parties may, by agreement, revise the Notice documents in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

11. Pursuant to the Settlement Agreement, within thirty (30) calendar days after the entry of the Preliminary Approval Order (the “Notice Deadline”), the Settlement Administrator shall provide notice to the Settlement Class under the Notice Program.

Exclusion

12. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement may do so by submitting a request for exclusion to the Settlement Administrator not later than thirty (30) days after the Notice Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Notice Program. Any member of the Settlement Class who timely requests exclusion consistent with these procedures may not file an objection

to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment.

Objections

13. Any member of the Settlement Class who has not timely filed a request for exclusion may object to the granting of final approval to the settlement. Settlement Class Members may object on their own or may do so through separate counsel at their own expense.

14. Any written objection to the Settlement must comply with the requirements set forth in the Notice Program and be mailed not later than thirty (30) days after the Notice Deadline

15. Any member of the Settlement Class who fails to file and serve a timely written objection in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Final Approval Hearing

16. A final approval hearing shall be held before this Court on _____ at __: __.m. to consider: (a) whether the proposed settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether to award payment of attorneys' fees, costs, and expenses to Class Counsel and in what amount; and (d) whether to award payment of a service award to the Settlement Class

Representatives and in what amount. The Court may adjourn the final approval hearing without further notice to Settlement Class Members.

17. Prior to the final approval hearing, Class Counsel shall file with the Court a notice of any opt-outs, a response to any objections, and a motion supporting final approval of the settlement.

18. Parties will request final approval hearing when ready.

IT IS ORDERED.

Dated: 7/23/2024, _____



Hon. Christina Klineman, Judge