

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

ANGELICA DIPIERRO, *on behalf of herself and all
others similarly situated,*

Plaintiff,

v.

FLORIDA HEALTH SCIENCES CENTER
INC. d/b/a TAMPA GENERAL HOSPITAL, a
Florida corporation,

Defendant.

Case No.: 23-CA-013984

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT

WHEREAS, Plaintiffs, individually and as Class Representatives on behalf of a proposed Settlement Class, and Defendant, all by acting by and through their respective counsel, have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed Settlement described in the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those in the Settlement Agreement and Releases.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All persons in the United States who were sent notification from TGH that their Private Information was potentially compromised as a result of the Data Security Incident that occurred between May 12, 2023, and May 30, 2023, and discovered by TGH on or about May 31, 2023.

5. Excluded from the Class are (a) all persons who are governing board members of Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact

common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class:

KOPELOWITZ OSTROW P.A.
Jeff Ostrow
Kristen Lake Cardoso
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
ostrow@kolawyers.com
cardoso@kolawyers.com

9. The Parties have selected Epiq Systems Class Action and Claims Solutions, Inc. (“Epiq”) to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq as the Settlement Administer and directs Epiq to commence the Notice Program and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Class Notices, which are attached to the Agreement as Exhibits 1 and 2. The Court preliminarily finds that the Notice provided to Settlement Class members is the best practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and

sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Class Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Class Notice be sent to the Settlement Class in the manner outlined in the Agreement.

12. Settlement Class members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the end of the Opt-Out Period (30 days before the original date of the Final Approval Hearing). The process to optout is set forth in the Agreement and in the Notice. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and Judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) The objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the

objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards must be mailed to the Clerk of the Court, Class Counsel, TGH's counsel, and the

Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration to submit to the Court confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on 01/27/2025, 2025, at 1:30 ~~xx~~ p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the George Edgecomb Courthouse, 800 E. Twiggs Street, Tampa, Florida 33602 or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and Judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether

to approve the amount of any Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 21 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 45 days before the original date of Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the original date of Final Approval Hearing
Opt-out Period Ends	30 days before the original date of Final Approval Hearing
Objection Period Ends	30 days before the original date of Final Approval Hearing
Claim Form Deadline	15 days before the original date of Final Approval Hearing
Final Approval Hearing	Week of January 20, 2025 (or such later date available on the Court's calendar)

19. The Court stays all proceedings in this Action and all pending Related Actions until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in chambers in HILLSBOROUGH COUNTY CIRCUIT COURT, Florida this ____ day of _____, 2024.

Electronically Conformed 8/27/2024
Melissa Polo

CIRCUIT COURT JUDGE

Copies furnished to:
All Counsel of Record