

**IN THE FIFTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE**

JANE DOE, on behalf of all similarly situated,

Plaintiff,

v.

HSCGP, LLC,

Defendant.

Case No.: 23C2513

Judge Joe P. Binkley, Jr.

PRELIMINARY APPROVAL ORDER

Before this Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiff and Defendant, HSCGP, LLC ("HSCGP" or "Defendant"). After reviewing Plaintiff's unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement Agreement is within the range of fair, reasonable, and adequate, and orders the Settlement Administrator to provide Notice to the Class under the terms of the Settlement Agreement and this Order.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement¹, including the proposed notice plan and forms of notice to the Settlement Class, the appointment of Plaintiff Jane Doe, and Anita Augusty, Patricia Ball, Jamie Barry, Effie Carter, Evita Cooper, Demorris Gear, Dawn Harper, Barbara Janssen, Tonya Lynn Johnson, Tammie Knight, Roberta Malone Shay, Summer McDonald, Zachary Maxwell, Sharee Peacock, Kevin Prescott, Denny Randall, Cheryl Rhoades, Laura Shelton, James Shewey, Alyssa

¹ All capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

Swetlock, and Tina Tucker as the Class Representatives, the appointment of Proposed Class Counsel as Class Counsel for Plaintiff and the Settlement Class, the various forms of class relief provided under the terms of the Settlement Agreement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court hereby preliminarily and conditionally approves and certifies, for settlement purposes only, the following Settlement Class:

All United States residents who, from August 1, 2021, to June 30, 2023, accessed the Patient Portal² of any Serviced Company.³ Excluded from the Settlement Class are (1) any Judge presiding over this Action, any members of the Judge's respective staffs, and immediate members of the Judge's family; (2) officers and directors of Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

3. For purposes of settlement only, and based on the information provided: the Settlement Class is ascertainable; it consists of many more than 1,000 Settlement Class Members, satisfying numerosity; there are common questions of law and fact including whether Defendant maintained the websites of Serviced Companies in such a way as to violate applicable law, satisfying commonality; the proposed Class Representatives' claims are typical in that they allege they have been damaged by the same conduct and in the same or similar ways as the other members of the Settlement Class; the proposed Class Representatives and Class Counsel fully, fairly, and

² "Patient Portal" means a secure online website that gives patients access to records that contain personal health information.

³ "Serviced Company" means any healthcare company whose Website is managed by Defendant. The Serviced Companies are listed in Exhibit F of the Settlement Agreement.

adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiff Jane Doe, and Anita Augusty, Patricia Ball, Jamie Barry, Effie Carter, Evita Cooper, Demorris Gear, Dawn Harper, Barbara Janssen, Tonya Lynn Johnson, Tammie Knight, Roberta Malone Shay, Summer McDonald, Zachary Maxwell, Sharee Peacock, Kevin Prescott, Denny Randall, Cheryl Rhoades, Laura Shelton, James Shewey, Alyssa Swetlock, and Tina Tucker as the Settlement Class Representatives.

5. The Court appoints J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Lynn Toops of Cohen & Malad, LLP; and Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel.

6. The Court appoints Kroll as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on March 19, 2025, at 9:00 a.m. for the following purposes:

- a) To determine whether all the requirements of Tennessee Rule 23 have been met, including that, for settlement purposes only:
 - a. the class is so numerous that joinder of all members is impracticable;
 - b. there are questions of law or fact common to the class;
 - c. the claims or defenses of the representative parties are typical of the claims or defenses of the class;
 - d. the representative parties will fairly and adequately protect the interest of the class;

- e. the question of law or fact common to the members of the class predominate over any questions affecting only individual members; and
 - f. a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
- b) To determine whether the proposed Settlement Agreement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
 - c) To determine whether to grant Final Approval, as defined in the Settlement Agreement;
 - d) To determine whether the Notice was appropriate;
 - e) To determine whether the claims process under the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court;
 - f) To determine whether the requested Class Counsel's combined attorneys' fees, of up to \$8,000,000 should be approved by the Court;
 - g) To determine whether the Settlement Agreement benefits are fair, reasonable, and adequate; and,
 - h) To rule upon such other matters as the Court may deem appropriate.
8. The Court approves, as to the form and content, the Notice plan as set forth in the Settlement Agreement. Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing Notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement Agreement:

SETTLEMENT TIMELINE

Notice to be provided on Settlement Website.	Within ten days after entry by the Court of the Preliminary Approval Order.
Defendant provides Settlement Class list to the Settlement Administrator.	Within twenty days after entry by the Court of the Preliminary Approval Order.
Notice to be sent by direct mailing.	Within forty-five days after entry by the Court of the Preliminary Approval Order.
Objections and exclusions to be completed.	Within sixty days after entry by the Court of the Preliminary Approval Order.
Final Approval Hearing.	No sooner than ninety days following Notice being provided on the Settlement Website.
Claims Deadline.	Within sixty days after the Final Approval Hearing.
Defendant to pay approved Attorney's Fees.	Within ten days after the Effective Date.
Defendant to pay Approved Claims.	Within 120 days after the Effective Date.
Settlement Administrator to pay Approved Claims.	Within 150 days after the Effective Date.

10. To be a timely claim under the Settlement Agreement, a Claim Form must be submitted by the Settlement Class Members on or before sixty days after the Final Approval Hearing.

11. Additionally, all requests to opt out shall be postmarked no later than sixty days after entry by the Court of the Preliminary Approval Order and shall be sent to the Settlement Administrator. The written notice must clearly manifest an individual's intent to be excluded from the Settlement Class. If an opt-out request is sent to anyone other than the Settlement Administrator, that request is ineffectual and shall be deemed null and void. Settlement Class Members who seek to opt-out shall receive no benefit or compensation under this Agreement and shall not be bound by the terms of the Settlement Agreement.

12. Settlement Class Members may submit an objection to the proposed Settlement. All requests to object to the proposed Settlement must be mailed first-class postage prepaid to:

Mailing Address:

Circuit Court Clerk's Office
P.O. Box 196303
Nashville, TN 37219-6303

by no later than sixty days after the entry of this Preliminary Approval Order and include each and all the following:

- i. The name or caption of this Action;
- ii. The objector's full name, address, telephone number, and e-mail address (if any);
- iii. Information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class;
- iv. A written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v. The identity of all counsel representing the objector;
- vi. A statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing;

- vii. A statement identifying all class action settlements objected to by the objector in the previous 5 years; and
- viii. The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

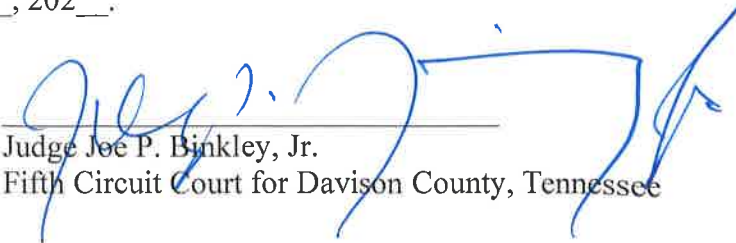
Settlement Class Members that fail to comply with the objection requirements shall be bound by the Settlement Agreement and all proceedings and Judgments.

13. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement Agreement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement, any Final Approval Order, or Judgment as to Parties in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiff and Settlement Class Members are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or any Serviced Companies.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

SO ORDERED, this ____ day of _____, 202__.



Judge Joe P. Binkley, Jr.
Fifth Circuit Court for Davison County, Tennessee

APPROVED AND SUBMITTED FOR ENTRY:

/s/ J. Gerard Stranch, IV

J. Gerard Stranch, IV (#23045)

Andrew E. Mize*

STRANCH, JENNINGS & GARVEY, PLLC

The Freedom Center

223 Rosa L. Parks Avenue, Suite 200

Nashville, Tennessee 37203

(615) 254-8801

(615) 255-5419 (facsimile)

gstranch@stranchlaw.com

amize@stranchlaw.com

Lynn A. Toops*

COHEN & MALAD, LLP

One Indiana Square, Suite 1400

Indianapolis, Indiana 46204

(317) 636-6481

ltoops@cohenandmalad.com

Samuel J. Strauss*

Raina Borelli*

STRAUSS BORRELLI PLLC

980 N. Michigan Avenue, Suite 1610

Chicago, Illinois 60611

(872) 263-1100

sam@straussborrelli.com

raina@straussborrelli.com

Gary M. Klinger*

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC

227 W. Monroe Street, Suite 2100

Chicago, Illinois 60606

(866) 252-0878

gklinger@milberg.com

** Pro Hac Vice admitted or admission forthcoming*

Counsel for Plaintiffs and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of November, 2024, a copy of the foregoing was filed using the court's electronic filing system, which is expected to serve notice of such filing on the following counsel of record. A courtesy copy is also being sent via email to the following:

Robert E. Boston
Quynh-Anh D. Kibler
Holland & Knight LLP
511 Union Street, Ste. 2700
Nashville, TN 37219
bob.boston@hkllaw.com
qa.kibler@hkllaw.com

Mark S. Melodia
Sophie L. Kletzien
Holland & Knight LLP
787 Seventh Ave. 31st Fl
New York, NY 10019
mark.melodia@hkllaw.com
sophie.kletzien@hkllaw.com

Paul Bond
Holland & Knight LLP
1650 Market Street, Ste. 3300
Philadelphia, PA 19103
paul.bond@hkllaw.com

/s/ J. Gerard Stranch, IV



Case Title: DOE V WYTHE COUNTY COMMUNITY HOSPITAL
Case Number: 23C2513
Type: ORDER- GENERAL

The foregoing is hereby ORDERED, ADJUDGED
AND DECREED:

Judge Joe Binkley, Jr., Fifth Circuit