

INDIANA COMMERCIAL COURT

STATE OF INDIANA) IN THE MARION SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO. 49D01-2111-PL-038870

IN RE: ESKENAZI HEALTH DATA)
INCIDENT LITIGATION)

FINAL APPROVAL ORDER

Terri Ruehl Young, Justin Parsley, Karen Winkler, Alysha Clifton, Crystal Cal, and Nicole Randle (collectively “Plaintiffs”), and The Health & Hospital Corporation of Marion County d/b/a Eskenazi Health (collectively “Defendant”), have entered into a proposed Class Action Settlement Agreement (the “Settlement”). The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiffs have moved the Court to grant final approval to the Settlement under Indiana Trial Rule 23(E). The requested relief is not opposed by Defendant.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

Plaintiffs Terri Ruehl Young, Justin Parsley, Karen Winkler, Alysha Clifton, Crystal Cal, and Nicole Randle and the approximately 160,000 individuals whose who were sent written notification that their Personal Information was posted on the dark web as a result of the Data Incident, as identified on the Class List.

“Data Incident” means incident that occurred on or about May 19, 2021, and of which Defendant gave notice on November 11, 2021, in which cybercriminals gained access to Defendant’s networks and compromised personal information about patients and employees. Excluded from the Settlement Class are all persons who timely and validly request exclusion from the Settlement Class, the Judge assigned

to evaluate the fairness of this settlement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

4. Specifically, the Court finds that the requirements of Indiana Trial Rule 23(A) and 23(B)(3) are met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Data Incident that predominate over questions affecting only individual members, such as whether Defendant breached any duty in failing to protect class members' data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Data Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Incident are substantially the same for all Class Members.

5. The Court therefore certifies the Settlement Class, appoints Plaintiffs as the Class Representatives, and appoints Lynn A. Toops of Cohen & Malad, LLP as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class and that the notice met the requirements of Rule 23 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- (A) the Class Representatives and Class Counsel have adequately represented the Class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class appears adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) no agreements were identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such final approval. Specifically, the Court approves the plan for payment of the Net Settlement Fund, including payment of any uncollected funds to the cy pres recipient as set forth in the Settlement.

9. Upon the occurrence of the Effective Date, the Class Representatives and the Class Members release and forever discharge Defendant and their insurers, and including but not limited to their current and former officers, directors, employees, attorneys and agents from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted or which could have been asserted in this lawsuit relating to the Data Incident.

10. Upon the occurrence of the Effective Date, Defendant release all claims of any kind or nature that have been or could have been asserted against the Class Representatives or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of this lawsuit relating to the Data Incident.

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 11/4/2024



Hon. Christina Klineman
Indiana Commercial Court
Marion Superior Court No. 1