

ENTERED

SEP 06 2022

BEA

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI

**FILED**  
SEP 06 2022

22<sup>ND</sup> JUDICIAL CIRCUIT  
CIRCUIT CLERK'S OFFICE  
BY \_\_\_\_\_ DEPUTY

In re BJC Healthcare  
Data Breach Litigation

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) Civil Action No. 2022-CC09492  
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**FINAL APPROVAL ORDER**

This matter is before the Court on the Motion for Final 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, ADJUDGED, AND DECREED:

1. Terms defined in the Settlement Agreement filed on April 25, 2022 (the "Settlement") shall have the same meaning in this Order.
2. The Court reaffirms certification for settlement purposes of the Settlement Class defined as:

All Persons to whom BJC sent notification that their personal information and/or protected health information may have been or was exposed to unauthorized third parties as a result of the Incident.

Excluded from the Settlement Class are all persons who timely submitted a request for exclusion, including: W. Eugene Cowsert, Kimberley Eller, Robert R. Forsythe, Robert Goddis, Joshua Palan, Melissa B. Pulliam, Robert D. Rogers, Rose M. Santos, James R. Sidwell

3. The Court finds for purposes of settlement only that the requirements of Missouri Rules 52.08(a) and 52.08(b)(3) have been met, specifically: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to all Settlement Class members; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class members; (d) Plaintiffs and Class Counsel have and will fairly and

adequately represent the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class members predominate over individual questions; and (f) a class action is superior to other methods for the fair and efficient adjudication of this action.

4. The Court reaffirms its appointment of Plaintiffs Brian Lee Bauer, Tiffany Jew, Jessica Simpson, Leah Sweet, and Bradley Dean Taylor as class representatives, and reaffirms appointment of Lead Counsel and Missouri Class Counsel Ben Barnow, John F. Garvey, and J. Gerard Stranch IV, and appointment of Illinois Class Counsel Troy Walton, Kenneth J. Brenna, Tyler Schneider, and Aaron Zigler.

5. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise, and therefore the Court grants final approval to the Settlement as of the date of this Order. Specifically, the Court finds that: (1) there is no evidence of fraud or collusion in the making of the Settlement and that both parties engaged in arm's-length negotiations through experienced and adversarial counsel, including through mediation with a third party neutral; (2) the complexity, expense, and likely duration of the litigation, along with the stage of the proceedings and the amount of discovery completed favor approval in that the parties engaged in sufficient motion practice and discovery to evaluate the claims while continued litigation would have been lengthy, complex, and expensive; (3) the probability of the plaintiff's success on the merits and the range of possible recover weigh in favor of approval of the Settlement as additional litigation steps and trial posed risks while the recovery offered by the Settlement provides significant benefits; (4) the opinions of class counsel, the class representatives, and absent class members all favor final approval, as only one Class member, out of over 280,000 people, objected and only 9 persons chose to exclude themselves from the

Class. The sole objection fails to develop any argument as to why the Settlement is not fair, reasonable, or adequate, and it is therefore overruled.

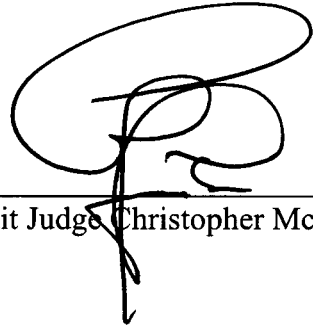
6. The parties are directed to implement the terms and conditions of the Settlement, and, upon the Effective Date, the release set forth in the Settlement shall become effective and binding on all Settlement Class members.

7. In connection with final approval of the Settlement, Class Counsel has requested an award of fees and expenses of \$790,000 to Missouri Class Counsel (Ben Barnow, J. Gerard Stranch, IV, and John F. Garvey) and \$415,000 to Illinois Class Counsel (Troy Walton, Kenneth J. Brennan, Tyler Schneider, and Aaron Zigler), along with a service award of \$2,000 to each of the Class Representatives (Brian Lee Bauer, Tiffany Jew, Jessica Simpson, Leah Sweet, and Bradley Dean Taylor). Under the terms of the Settlement, subject to Court approval, the attorneys' fees and expenses and the service awards are to be paid by Defendant separate and apart from all payments and benefits made available to the Settlement Class members. Defendant does not object to these requested awards, and no Settlement Class member has objected.

8. The Court finds that, whether evaluated under the percentage-of-the-benefit approach or the lodestar approach, the requested fees, expenses, and service awards are reasonable, particularly considering the efforts of Class Counsel and the Class Representatives and the results they have achieved for the Settlement Class. The Court therefore awards attorneys' fees and expenses of \$790,000 to Missouri Class Counsel and \$415,000 to Illinois Class Counsel, and the Court awards service awards in the amount of \$2,000 each to Class Representatives. Defendant is ordered to make these payments of attorneys' fees, expenses, and service awards pursuant to the terms of the Settlement.

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

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to be 'C. McGraugh', written over a horizontal line.

Circuit Judge Christopher McGraugh