

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

FILED
APR 29 2022

22ND 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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**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
DIRECTING NOTICE, AND SETTING DATE FOR FINAL APPROVAL HEARING**

I. CONDITIONAL CERTIFYING OF THE SETTLEMENT CLASS

1. Plaintiffs' Motion for Preliminary Approval of Class Action Settlement Agreement and Certification of Settlement Class is GRANTED. The terms defined in the Settlement shall have the same meaning in this Order.

2. Having made the finding set forth below, the Court conditionally certifies the following Settlement Class for settlement purposes only:

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.

3. For settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to Missouri Rules 52.08(a) have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding 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; and (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class.

4. Additionally, the Court preliminary finds, for settlement purposes only, that the requirements of Rule 52.08(b)(3) are met, in that questions of law and fact common to the Settlement Class predominate over individual questions and a class action is superior to other available methods for the fair and efficient adjudication of this action.

5. The Court hereby appoints Plaintiffs Brian Lee Bauer, Tiffany Jew, Jessica Simpson, Leaha Sweet, and Bradley Dean Taylor as Representative Plaintiffs for the Settlement Class.

6. The Court hereby appoints as Lead Class Counsel and Missouri Class Counsel Ben Barnow of Barnow and Associates, P.C., John F. Garvey of Carey Danis & Lowe, and J. Gerard Stranch, IV of Branstetter, Stranch & Jennings, PLLC; and appoints as Illinois Class Counsel Troy Walton of Walton Telken, LLC, Kenneth J. Brennan and Tyler Schneider of TorHoerman Law, LLC, and Aaron Zigler of Zigler Law Group.

II. PRELIMINARY APPROVAL

7. The terms of the Settlement are preliminarily approved as within the range of fair, reasonable, and adequate, sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice program, and are subject to further and final consideration at the Final Fairness Hearing provided for below. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length negotiations conducted by experienced and knowledgeable counsel, the current posture of the Litigation, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and the Settlement Class.

8. As provided for in the Settlement, if the Court does not grant final approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, without prejudice to any party's position on the issue of class certification or any other issue.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

9. The Court appoints RG/2 Claims Administration LLC ("RG/2"), as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement.

10. The Court has considered the Notice provisions of the Settlement, the Claim Form, the Short Form Notice, and Long Form Notice (attached as Exhibits A-C to the Settlement, respectively), and the Declaration of William B. Wickersham. The Court finds that the direct mailing of Notice in the manner set forth in the Notice program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Claim Form, the Short Form Notice, and Long Form Notice (attached as Exhibits A-C to the Settlement, respectively). The Court orders the Settlement Administrator to commence the Notice Program following entry of this Order in accordance with the terms of the Settlement.

11. Settlement Class members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement and the Claim Form. The Claims deadline is 180 days after the Notice Date. All Settlement Class members who fail to submit a claim in accordance with the requirements and procedures of the

Settlement and Claim Form shall be forever barred from receiving any such benefit but will in all other respects be subject to and bound by the provisions of the Settlement and the releases contained therein.

IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

12. Each Person wishing to opt out of the Settlement Class must sign and timely mail written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must state that the person wants to be excluded from the Settlement, and include the person's name, address, and signature. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Date.

13. Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

14. Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement and all orders entered by the Court in connection therewith.

15. In the event that more than 250 individuals request exclusion from the Settlement Class, BJC has the ability to void the Settlement Agreement. If BJC voids the Settlement Agreement under this condition, (a) the Parties shall be restored to their respective positions in the Action; and, (b) the terms and provisions of the Settlement Agreement and any statements made in connection with seeking approval of the Agreement shall have no further force and effect.

V. OBJECTIONS

16. Each Settlement Class Member desiring to object to the settlement must submit a timely written notice of the Settlement Class Member's objection. Such notice must include: (a) the objector's full name, address, telephone number, and e-mail address (if any); (b) information

identifying the objector as a Settlement Class member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

17. Objections should also include the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; (b) a list, by case name, court, and docket number, of all other cases in which the objector's lawyer (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three (3) years; and (c) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

18. To be timely, objections must be filed with the Circuit Court of the City of St. Louis, Missouri no later than sixty (60) days after the Notice Date.

19. In addition to filing the objection with the court, the objection must be mailed to the following three places, postmarked no later than sixty (60) days after the Notice Date: (a) Clerk of Court, Circuit Court of the City of St. Louis, Missouri, 10 N Tucker Blvd, St. Louis, MO 63101; (b) Ben Barnow, Barnow and Associates, P.C., 205 W. Randolph St., Ste. 1630, Chicago, IL

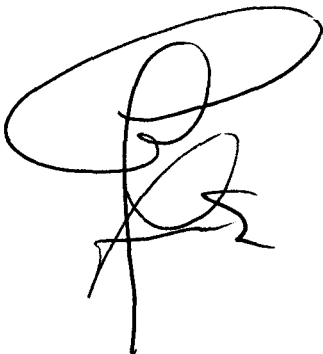
60606; and (c) Paul Karlsgodt, Baker & Hostetler LLP, 1801 California Street, Suite 4400, Denver, Colorado 80202.

20. Settlement Class members who fail to comply with the requirements for objecting shall waive and forfeit any and all rights the Settlement Class Member may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this action.

VI. FINAL FAIRNESS HEARING

21. The Final Fairness Hearing shall be held before this Court on September 6, 2022, at 9:00 AM, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the applications by Missouri Class Counsel and Illinois Class Counsel for separate awards of attorneys' fees, costs and expenses as provided for under the Settlement; (d) the application for Representative Plaintiffs service awards as provided for under the Settlement; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Fairness Hearing may, from time to time and without further notice to Settlement Class members be continued or adjourned by order of the Court.

IT IS SO ORDERED.

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a series of loops and a vertical line extending downwards.