

INDIANA COMMERCIAL COURT

STATE OF INDIANA)
)
LAKE COUNTY) LAKE COUNTY SUPERIOR COURT 1
)
) CAUSE NO. 45D01-2509-CE-62

HANNAH KRAMER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FIRST BAPTIST CHURCH OF HAMMOND,
INDIANA, INC.,

Defendant.

**Filed in Open Court
June 17, 2026**

CLERK LAKE SUPERIOR COURT

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PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, and the Court, being duly advised, hereby GRANTS the motion and ORDERS as follows:

1. **Certification of the Settlement Class.** The class action Settlement Agreement and Release filed with the Court (the "Settlement") provides for a Settlement Class defined as follows:

All persons whose personally identifiable information was accessed and/or acquired by an unauthorized party as a result of the Data Security Incident.¹

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) all those who validly opt out of this Settlement.

¹ The "Data Security Incident" is defined as the unauthorized access to Defendant's information systems that occurred in July 2025.

The Court finds that the proposed Settlement Class meets the requirements for class certification under Indiana Trial Rules 23(A) and 23(B)(3) and hereby certifies the Settlement Class.

Specifically, the Court finds that:

- a. the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable, as the Settlement Class contains substantially more than 40 persons;
- b. there are issues of law and fact that are common to the Settlement Class, as all class claims relate to the same Data Security Incident;
- c. the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members;
- d. the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class;
- e. questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members, as all claims relate to the same Data Security Incident; and
- f. a class action and class settlement is superior to other methods available for a fair and efficient resolution of this litigation.

2. **Appointment of Class Counsel and the Class Representative.** Plaintiff and Plaintiff's Counsel have diligently represented the Settlement Class in the litigation and settlement. Accordingly, the Court appoints Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP, as Class Counsel and appoints Plaintiff Hannah Kramer as Class Representative.

3. **Appointment of the Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

4. **Preliminary Approval of the Settlement.** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class. Accordingly, the Court grants preliminary approval to the Settlement. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms'-length negotiations between the parties, the absence of any collusion, and the effectiveness of the proposed method for distributing relief to the Settlement Class.

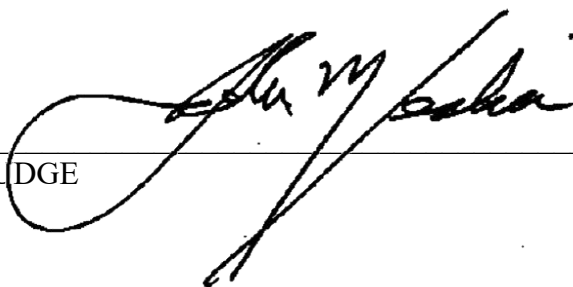
5. **Notice to Class Members.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement: (a) constitutes the best notice practicable; (b) is reasonably calculated to apprise Settlement Class Members of the pendency of the litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement; (c) is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members; and (d) meets all applicable requirements of law, including Trial Rule 23(C) and Due Process. Accordingly, the Court approves the proposed form, content, and method of notice set forth in the Settlement and directs the parties and the Settlement Administrator to implement notice in accordance with the Settlement. Non-material modifications to the notices and claim form may be made by the Settlement Administrator in consultation and agreement with the parties and without further order of the Court.

6. **Exclusion from the Settlement Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must request exclusion within the Opt-Out Period and comply with the instructions for exclusion set forth in the notices. Any Settlement Class Member

who does not do so will be a member of the Settlement Class and will be bound by all orders entered relating to the Settlement.

7. **Objections from the Settlement Class Members.** Any Settlement Class Member who is not excluded from the Settlement Class may object to the Settlement or any part of it by submitting a timely written notice of the objection by the Objection Deadline and in compliance with the directions in the notice. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and to object to the Settlement, and shall be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the litigation.

8. **Final Approval Hearing.** A Final Approval Hearing shall be held on **August 8, 20216 @ 3:00 PM** at the Lake Superior Court No. 1 in person or via videoconference for purposes of considering final approval of the Settlement and awards of attorneys' fees, expenses, and service award. The Court reserves the right to adjourn or continue the Final Approval Hearing without further written notice to the Settlement Class, but any revised dates shall be posted on the Settlement Website.



JUDGE