

INDIANA COMMERCIAL COURT

STATE OF INDIANA	)	ALLEN SUPERIOR COURT 2
	)	SS:
COUNTY OF ALLEN	)	CAUSE NO. 02D02-2510-CE-000038
	)	
IN RE: FORT WAYNE MEDICAL	)	
EDUCATION PROGRAM	)	
DATA INCIDENT LITIGATION	)	

PRELIMINARY APPROVAL ORDER

Stacey Alexander, Brittney Hill, Nikol Christlieb, Laura Bell, Jason Smead, Brandy Smith and Randy Zerler (collectively, “Plaintiffs”), and Fort Wayne Medical Education Program i/s/h/a Fort Wayne Medical Society Foundation, Inc. d/b/a Fort Wayne Medical Education Program (“Defendant” or “FWMEP”), have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiffs have moved the Court to grant preliminary approval to the Settlement under Indiana Rule of Trial Procedure 23(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. 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.

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for settlement purposes only, defined as:

All Persons whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List.

The Settlement Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this Settlement, Court personnel and any members of their immediate families; (ii) FWMEP, and any entity in which FWMEP has a controlling interest, is a parent or subsidiary, or which is controlled by FWMEP, and the affiliates, legal representatives, attorneys, heirs, predecessors, successors and assigns of FWMEP; and (iii) 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 Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes the Group 1 Settlement Subclass and Group 2 Settlement Subclass.

4. The “Incident” means the data security incident that FWMEP experienced in or around December 2024 in which certain information stored on its systems, including the Private Information of the Settlement Class Members, may have been accessed and/or acquired without authorization.

5. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be 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 Incident that predominate over questions affecting only individual members, including 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 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 Incident are substantially the same for all Class Members.

6. The Court finds that Plaintiffs are adequate class representatives and appoints them as such. The Court likewise finds Lynn A. Toops of the law firm of CohenMalad, LLP to be competent and appoints her as Class Counsel.

7. The Court finds that the terms of the Settlement are within the range of 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 the proposed award of attorney's fees, including timing of payment; and
- d. the proposal treats class members equitably relative to each other.

8. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

9. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, 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 and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Indiana Trial Rule 23(c); and (e) and meet the requirements of the Due Process Clause of the United States. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

10. The Court appoints Simpluris, Inc. as Settlement Administrator and orders the Settlement Administrator and the parties to implement the notice program set forth in the Settlement.

11. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned **on December 7, 2026, at 10:00 a.m. in Room 316 or remotely via Zoom*** for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

12. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

13. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

14. Any Class Member who does not make his or her objection known in the manner provided in the Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

15. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

16. Any lawyer intending to appear at the Final Approval Hearing, other than those who have already appeared, must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

18. This Order shall be of no force or effect if the Final Approval Order is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

19. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court. Further, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims pending Final Approval of the Settlement.

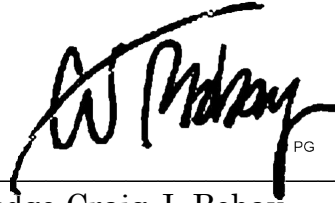
20. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

21. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

***To appear remotely via Zoom, counsel must email the Court at trish.gratz@allensuperiorcourt.us, at least three (3) days prior to the hearing with the email address Court staff may use to send the Zoom invitation.**

SO ORDERED.

Dated: **July 29, 2026**

A handwritten signature in black ink, appearing to read "C. Bobay", is written over a horizontal line. To the right of the signature, the letters "PG" are printed in a small font.

Judge Craig J. Bobay,
Indiana Commercial Court