

STATE OF SOUTH CAROLINA)
COUNTY OF HAMPTON)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

*In re Hampton Regional Medical Center Data
Incident Litig.*

Case No.: 2025CP2500280

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT**

WHEREAS this matter having come before the Court upon the Plaintiffs Wilson James' and Margaret Purvis Jones' (together "Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion");

WHEREAS, Plaintiffs, individually and on behalf of the putative Settlement Class, and Defendant, Hampton Regional Medical Center ("Defendant"), have entered into a Settlement which, if approved, would resolve this class action.

WHEREAS, the Court has reviewed and considered the Motion papers and all exhibits thereto, including the Settlement Agreement¹ and the proposed Notice Program, the Court finds that there is sufficient basis for: (i) granting preliminary approval of the Settlement Agreement; (ii) provisionally certifying the Class for settlement purposes only; (iii) appointing Plaintiffs Wilson James and Margaret Purvis Jones as Class Representatives; (iv) appointing Ken Grunfeld of Kopelowitz Ostrow P.A., and Paul J. Doolittle of Poulin Willey Anastopoulos, LLC as Class Counsel; (v) approving the method and manner of providing notice to the class as set forth in the Settlement Agreement; and (vi) setting a schedule for the Final Approval hearing and other remaining procedures. The Court now finds and orders as follows:

¹ All capitalized terms used in this Order shall have the same meaning as set forth in the Settlement Agreement.

I. Preliminary Approval of Settlement Agreement

1. After reviewing the proposed Settlement Agreement submitted with the Motion seeking approval of a \$250,000.00 non-reversionary common fund settlement, the Court preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate, entered in good faith, free of collusion, and within the range of possible judicial approval. At or after the Final Approval Hearing, the Court shall determine, among other matters, whether the Settlement warrants final approval.

II. Provisional Certification of the Class

2. The Court conditionally makes the following findings for settlement purposes only, subject to final approval at the Final Approval Hearing:

- (a) Based on the information provided, the Settlement Class is so numerous as to make joinder impracticable;
- (b) There are questions of law and fact common to the class, including whether Defendant implemented reasonable administrative, technical, and/or physical controls to protect the confidentiality, availability and integrity of the information compromised in the Data Breach, and such questions predominate over any questions affecting only individual class members;
- (c) Plaintiffs' claims and the defenses thereto are typical of the claims of class members and the defenses thereto, as Plaintiffs and Class Members have suffered similar injuries as a result of the same course of conduct by Defendant;
- (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the class; and
- (e) The amount in controversy exceeds one hundred dollars for each member of the class.

3. Accordingly, for purposes of settlement only, pursuant to the South Carolina Rules of Civil Procedure, Rule 23, the Court provisionally certifies a Class defined as "all living individuals residing in the United States whose Private Information was impacted in the Data Incident."

4. The following entities and individuals are excluded from the definition of “Settlement Class”: (a) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (b) any Settlement Class Member who timely and validly opted-out of the Settlement. The provisional certification of the Settlement Class shall be vacated if the Settlement is terminated or not approved by the Court.

III. Appointment of Class Representatives & Class Counsel

5. Solely for the purposes of effectuating the Settlement, Plaintiffs Wilson James and Margaret Purvis Jones are appointed as class representatives for the Settlement Class.

6. Ken Grunfeld of Kopelowitz Ostrow P.A., and Paul J. Doolittle of Poulin Willey Anastopoulo, LLC are appointed as class counsel for the Settlement Class.

IV. Approval of Class Notice

7. The Court approves the appointment of Kroll Settlement Administration LLC as the Settlement Administrator. Within ten (10) days after entry of this Order, Defendant will provide to the Settlement Administrator a Class List that includes Class Members’ full names and postal addresses of Class Members affected by the Data Breach.

8. The Court approves, as to the form and content, the method and manner of providing notice to the class as set forth in the Settlement Agreement (the “Notice Program”). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing Notices substantially in the form as presented in the exhibits to the Settlement Agreement. The Court finds that the Notice Program constitutes the best notice practicable under the circumstances, constitutes valid, due and sufficient notice to the class in full compliance with the requirements of applicable law.

V. Manner for Submitting Claim Forms

9. Class Members who wish to be eligible to receive payment from the Settlement must complete and submit a Claim Form in accordance with the instructions contained therein. By submitting a Claim Form, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to their claim and the subject matter of the Settlement.

10. To be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 15 days before the initial scheduled Final Approval Hearing. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Any Settlement Class Member who does not make an objection in the manner strictly provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

12. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The Settlement Class Members who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class, shall not have rights under the Agreement, and shall not be bound by the Agreement or any Final Approval order as to Defendant in this Action.

VI. Opt-Outs from the Settlement Class:

13. The Notice shall provide that any member of the Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than the Opt-Out Deadline which is 30 days before the initial scheduled Final Approval Hearing. The opt-out request must strictly comply with the requirements outlined in the Settlement Agreement and the Long Form Notice.

14. Any Settlement Class member who timely and validly opts -out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of the Agreement.

VII. Objections to the Settlement

15. The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Agreement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court and mailed to the Settlement Administrator, Class Counsel and Defendant's Counsel. Objections must strictly comply with the requirements set forth in the Settlement Agreement and the Long Form Notice. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than the Objection Deadline which is 30 days before the initial scheduled Final Approval Hearing. When submitted by mail, an objection shall be deemed to have

been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. Class Counsel and/or Defendant's counsel may conduct limited discovery on any objector or the objector's counsel, including the taking of depositions and propounding document requests.

17. Any Settlement Class Member who does not make an objection in the manner strictly provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

18. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The Settlement Class Members who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class, shall not have rights under the Agreement, and shall not be bound by the Agreement or any Final Approval order as to Defendant in this Action.

VIII. Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards

19. Class Counsel intends to seek an award of up to \$150,000.00, plus reimbursement of reasonable out-of-pocket costs not to exceed \$15,000.00, and Service Awards for the Class

Representatives of \$2,500.00 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

20. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument in connection with Class Counsel's request for attorneys' fees and costs and a Service Award for the Class Representative. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Agreement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Agreement and in this order.

IX. Termination

21. If the Agreement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiff, the Settlement Class members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

X. Stay

22. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

XI. Continuing Litigation

23. Upon the entry of this order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representative's implementation of the Agreement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation, including in arbitration, against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Agreement.

XII. Jurisdiction

24. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over these proceedings to ensure the effectuation thereof in accordance with the Agreement preliminarily approved herein and the related orders of this Court.

XIII. Procedures for Final Approval of Settlement & Fairness Hearing Date

25. The Court will hold a Final Approval Hearing. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of final judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom, WebEx, or some other

application, and if it does, the instructions on how to attend shall be posted on the Settlement Website.

XIV. Schedule

26. The Court hereby sets the following schedule of events:

Notice Program Begins	Within 30 days after Preliminary Approval Order
Notice Program Complete	45 days before initial scheduled Final Approval Hearing date
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Deadline to Submit Claim Forms	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	<p>January 25, 2027, at 10:00 AM via WebEx. This WebEx can be accessed as follows:</p> <ol style="list-style-type: none"> 1. Follow the link to the SC Courts page for Judge Marvin H. Dukes, III: https://www.sccourts.org/courts/trial-courts/circuit-court/judges/marvin-h-dukes-iii/ 2. Join the Virtual Courtroom (note, do not join the Sealed Virtual Courtroom) <p> CONTACT</p> <p>The Hon. Marvin H. Dukes, III P.O. Drawer 1128 Beaufort, SC 29901 Office: (843) 255-5082 mdukessc@sccourts.org</p> <p>Administrative Assistant: Jared Browne</p> <p>Law Clerk: Eliza Kapeluck</p> <p> VIRTUAL</p> <p>Virtual Courtroom ></p> <p>Sealed Virtual Courtroom ></p>

27. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and Class Members are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant.

28. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

IT IS SO ORDERED, this the _____ day of _____, 2026.

Hon. Marvin H. Dukes, III



Hampton Common Pleas

Case Caption: Wilson James VS Hampton Regional Medical Center
Case Number: 2025CP2500280
Type: Order/Other

So Ordered

s/Marvin H. Dukes III #2785
