

**COURT OF COMMON PLEAS
ALLEN COUNTY, OHIO**

**AMBER BRUCE, et al., individually and on
behalf of all others similarly situated,**

Plaintiffs,

v.

HCF MANAGEMENT, INC., et al,

Defendants.

Case No. CV 2025 0019

Judge Jeffrey L. Reed

JLR

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

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman (collectively, "Plaintiffs"), and Defendants HCF Management, Inc., HCF of Corry, Inc., doing business as Corry Manor, HCF of Fairview, Inc., doing business as Fairview Manor, and HCF of Shawnee, Inc., doing business as Shawnee Manor (collectively "HCF" or "Defendants," and collectively, with Plaintiffs the "Parties"). After conducting a fairness hearing related to this unopposed request for preliminary approval on _____, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman as the Class Representatives, the appointment of Terence R. Coates and Spencer D. Campbell of Markovits Stock & DeMarco, LLC as Class Counsel, the approval of Simpluris, Inc. as the Claims

Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

Settlement Class: All persons whose PII was compromised in the Data Incident experienced by Defendants in September 2024.

3. Based on the information provided: the Class is ascertainable; it consists of roughly 70,000 Class Members satisfying numerosity; there are common questions of law and fact including whether Defendants failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman as the Class Representatives.

5. The Court appoints Terence R. Coates and Spencer D. Campbell of Markovits, Stock & DeMarco, LLC as Class Counsel for the Class.

6. The Court appoints Simpluris, Inc. as the Claims Administrator.

7. A Final Approval Hearing shall be held to before the Court on _____
at _____m. for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Service Awards of \$1,500 each to Representative Plaintiffs and Class Counsel's combined attorneys' fees, litigation costs and expenses in the amount of \$210,000.00 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Class Notice (including the Claim Form). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as noted in §§ 9.4.1, 9.4.2, 9.4.3, 9.4.4, and 9.5. of the Settlement Agreement and finds that such notice plan meets the requirements of Civ.R. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

<u>Grant of Preliminary Approval</u>	
Defendants to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
Objection Date	+104 days from Preliminary Approval
Opt-Out Date	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
<u>Final Approval Hearing</u>	
	(at least +150 days from Preliminary Approval)
Motion for Final Approval	-7 days before Fairness Hearing

10. To be a timely claim under the Settlement, a Claim Form must be either submitted or received by the Settlement Administrator no later than 120 days after the Preliminary Approval Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class 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. Additionally, all requests to opt out or object to the proposed Settlement must be received no later than 104 days after the date of Preliminary Approval. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as "opt-out," "opt out," "exclusion," or words or phrases to that effect indicating an intent not to participate in the settlement or be bound by this Agreement) to the Claims Administrator and/or Class Counsel. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court or Defendants' Counsel.

Members of the Class who seek to opt out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under Ohio Rule of Civil Procedure 23(E)(5). For an Objection to be valid, it must be filed with the Court or postmarked and mailed to the Settlement Administrator within 104 days of Preliminary Approval and include each and all of the following:

- a. the objector's full name and address;
- b. the case name and docket number;
- c. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of one of the Data Incidents, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- d. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- e. the identity of any and all counsel representing the objector in connection with the objection;
- f. a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and
- g. the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any Objection failing to include the requirements expressed above will be deemed to be

invalid. Furthermore, any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All 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 Settlement Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Class. The persons and entities who timely and validly requested exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to HCF Management in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Settled Claims against HCF Management.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Class Members, and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. 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 Class.

IT IS SO ORDERED.



Judge Jeffrey L. Reed
Allen County Court of Common Pleas

**The Clerk of this Court shall forward a
file stamped copy of this Judgment
Entry by regular mail to each attorney**