

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY

*In re Hospital Sisters Health System Data
Breach Litigation*

Case No. 2024CH000043

FILED

AUG 15 2025

Joseph W. Vercos

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Clerk of the
Circuit Court

**ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs' Unopposed Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Class Action Settlement and Release ("Settlement Agreement") between Plaintiffs Brittany Capers, Michelle Reichart, Teresa Bierman, Charles Bierman, Steven Durbin, Sandra McCoy, Kim Wade, Nick Avery and Charles Bouvard, Richard Kuhlman, and Matthew Layton, on behalf of his minor children, I.L., E.L., and M.L. (collectively, "Plaintiffs") and Defendant Hospital Sisters Health System ("Defendant" or "HSHS"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

Settlement Class Certification

2. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons whose personally identifiable information or personal health information was compromised in the data incident that occurred on HSHS's network systems between August 16, 2023 and August 27, 2023, including all persons who were sent a notice of this data incident.

HSHS's officers and directors are excluded from the Settlement Class (unless such persons received a written notice of the Data Incident), as well as (i) all Opt-Out Members; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

- a. The members of the class are too numerous for their joinder to be practicable. There are approximately 868,871 Settlement Class Members.
- b. Questions of law and fact common to the settlement class predominate over individualized questions. Plaintiffs' and Settlement Class Members' claims all arose from the same Data Breach and Plaintiffs allege that it exposed them to the same harm.
- c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed Class Counsel—the law firms of Cafferty Clobes Meriwether & Sprengel LLP, Milberg Coleman Bryson Phillips Grossman PLLC, Siri & Gilmstad LLP, Srourian Law Firm, P.C., and Barnow and Associates, P.C.—have experience and expertise

prosecuting class actions and have committed the necessary resources to represent the Settlement Class.

- d. A class action is a superior method for the fair and efficient resolution of this matter

Preliminary Approval of Settlement

4. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel, and was reached with the assistance of the Honorable Wayne R. Anderson (Ret.).

5. For settlement purposes only, Plaintiffs Brittany Capers, Michelle Reichart, Teresa Bierman, Charles Bierman, Steven Durbin, Sandra McCoy, Kim Wade, Nick Avery and Charles Bouvard, Richard Kuhlman, and Matthew Layton, on behalf of his minor children, I.L., E.L., and M.L. are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Settlement Class Counsel: Cafferty Clobes Meriwether & Sprengel LLP, Milberg Coleman Bryson Phillips Grossman PLLC, Siri & Gilmstad LLP, Srourian Law Firm, P.C., and Barnow and Associates, P.C.

Manner and Form of Notice

7. The Court approves, in form and content, the Postcard and Long Form Notices, attached to the Settlement Agreement as Exhibits B and C, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.

8. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Settlement Class Members' identities are

contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Simpluris, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

11. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than 60 days after the Notice Date. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

12. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form and/or be electronically submitted to the Settlement Administrator via the Settlement Website no later than 60 days after the Notice Commencement Date. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the

Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or other proceedings against Defendant or the Released Persons relating to the claims released under the terms of the Settlement Agreement.

14. Proposed Class Counsel may file any motion seeking an award of attorneys' fees, costs, and expenses, as well as Service Awards for the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than 14 days prior to the Opt-Out and Objection Deadline.

Exclusions from the Settlement Class

15. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than 60 days after the Notice Date.

16. In order to exercise the right to be excluded, a Settlement Class Member must send written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class.

17. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objections to the Settlement

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that proposed Class Counsel intends to seek and the payment of Service Awards to the Class Representatives, may do so, either personally or through an attorney, by filing the written objection, together with the supporting documentation, as provided for in Paragraphs 62-67 of the Settlement Agreement, no later than 60 days after the Notice Date.

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must (i) include the case name and number; (ii) set forth the Settlement Class Member's full name, current address, and telephone number; (iii) provide proof that the objector is a member of the Settlement Class (e.g., attach the Data Breach notice letter the individuals received); (iv) contain the Settlement Class Member's original signature; (v) state that the Settlement Class Member objects to the Settlement, in whole or in part; (vi) set forth a statement of the legal and factual basis for the Objection; and (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position. In addition to the foregoing, objections should also provide 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 and (b) 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. Objections not filed and served in accordance with this Order shall not be received or considered by the Court.

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's motion for the Fee Award and Costs and/or the request for a Service Award to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

22. Plaintiffs shall file their Motion for Final Approval of the Settlement at least 14 days prior to the Final Approval Hearing.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons.

24. A Final Approval Hearing shall be held before the Court on 12-4-25 @ 11 AM., at 200 S. 9th Street, Springfield, IL 62701 (or at such other time and location as the Court may, without further notice, direct) for the following purposes:

- a. To finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;
- d. to consider the application for an award of attorneys' fees, costs, and expenses to Class Counsel;
- e. to consider the application for a Service Award to the Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be held via Zoom and may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the

Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval

Temporary Stay

27. All discovery, pending motions, and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

28. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Upcoming Deadlines

29. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

EVENT	DATE
Defendant to provide Settlement Class Member information to Settlement Administrator	7 Days after entry of Preliminary Approval Order
Notice Date	30 Days after entry of the Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and Service Awards for Class Representatives	14 Days prior to Opt-Out and Objection Deadline
Opt-Out and Objection Deadlines	60 Days after Notice Date

Deadline for Class Members to Submit Claim Forms	60 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	At least 110 Days after the entry of this Order

IT IS SO ORDERED.

ENTERED: 8-15-25

Hon. 
Sangamon County Circuit Court Judge