

CASE NO. 23-CI-003349

JEFFERSON CIRCUIT COURT
DIVISION TWO (2)
JUDGE ANNIE O'CONNELLABBY BERTHOLD, CHARLOTTE
D'SPAIN, and LANISHA MALONE,
individually, on behalf of themselves, and
all others similarly situated,

PLAINTIFFS

v.

NORTON HEALTHCARE, INC. and
NORTON HOSPITALS, INC.

DEFENDANTS

* * * * *

**ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Motion having been made by Plaintiffs,¹ individually, and on behalf of the Settlement Class, for Preliminary Approval of the proposed class action Settlement in the above styled action (the "Litigation") with Defendants, Norton Healthcare, Inc. and Norton Hospitals, Inc. ("Defendants"), pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and the Court being well and sufficiently advised, the Court **HEREBY GRANTS** the motion as follows:

1. **Class Certification:** The Court certifies the proposed class for the purpose of Settlement only:

All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.

The Settlement Class specifically excludes: (i) all persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (iii) Defendants' officers and directors, and (iv) 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 Data Incident or who pleads nolo contendere to any such charge.

¹ The capitalized terms have the same meaning as defined in the Class Action Settlement Agreement.

The Court finds that the requirements of CR 23.01 and CR 23.02(c) are satisfied. Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class of approximately 2,487,683 persons is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have 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; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Class Counsel and Class Representatives:** The Court finds that Plaintiffs are adequate Class Representatives, and proposed Class Counsel are all qualified and adequate to represent the Class. The Court therefore appoints Lynn A. Toops of CohenMalad, LLP and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel, and appoints Plaintiffs Abby Berthold, Charlotte D'Spain, Lanisha Malone, and Alex Schachtner as Class Representatives.

3. **Preliminary Approval:** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that: the Class Representatives and Class Counsel have adequately represented the Class; the Agreement was negotiated at arms' length and entered into

in good faith without collusion; the relief provided for the Settlement Class appears adequate, taking into account the costs, risks, and delay of trial and appeal; and that the Settlement treats Class Members equitably relative to each other.

In making this determination, the Court has considered the 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 and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class including the method of processing class-member claims, the proposed manner of allocating benefits to Settlement Class Members, and the terms of the proposed award of attorneys' fees, including timing of payment, and all of the other factors required by CR 23.05 and relevant case law.

4. **Jurisdiction:** The Court has subject matter jurisdiction pursuant to Kentucky Revised Statutes § 23A.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to KRS § 452.460, and under KRS § 367.220, because Defendants reside in and do business in Jefferson County, Kentucky.

5. **Settlement Administration:** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

6. **Notice:** The proposed notice plan in the Settlement Agreement provides adequate due process to absent class members, is directed in a reasonable manner, satisfies CR 23.05(1), and is hereby approved. The Court finds that the proposed form, content, and method of giving

notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (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 CR 23.05(1); and (e) meet the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. 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. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

7. **Exclusion from the Class:** Any Settlement Class Member who wishes to be excluded from the Settlement Class, or “opt-out,” must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Summary Notice and Detailed Notice. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. The request for exclusion must be postmarked or received by the Settlement Administrator no later than the Deadline to Report Opt-Outs.

8. **Objections:** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Deadline to Object and as stated in the Detailed Notice . A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements in which the objecting Settlement Class Member (and his or her attorney) has made an objection in the previous 5 years; (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (viii) documentary evidence identifying the individual as a member of the Settlement Class (e.g., a Data Incident notice letter). All objections must be (1) sent to the designated Post Office Box established by the Settlement Administrator, (2) served upon Class Counsel and Defendant's counsel, and (3) submitted to the Court.

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/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under

the Kentucky Rules of Civil Procedure and the Kentucky Rules of Appellate Procedure and not through a collateral attack.

9. **Claims Process:** Settlement Class Counsel and Defendants' counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notices. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the notices and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

10. **Termination of the Settlement:** If any of the conditions set forth in the Settlement Agreement at Paragraph 11 do not occur, or if the Court otherwise imposes any modification to or condition to approval of the settlement to which the Parties do not consent, then the Settlement Agreement shall be cancelled and terminated. Further, Defendants shall have the option to terminate the Settlement Agreement if more than 150 members opt out of the Settlement Class. In such event, the Settlement and Agreement shall become null and void and be of no further force and effect, and neither the Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

11. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and judgment 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 Defendants 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.

12. **Final Approval Hearing:** A Final Approval Hearing shall be held on [REDACTED], 2026, at the Jefferson County Judicial Center, Jefferson Circuit Court, Division 2, 700 West Jefferson Street, Louisville, Kentucky 40202, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to CR 23.01; (b) the Settlement should be approved as fair, reasonable, and adequate, in accordance with CR 23.05; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses; and (f) whether Service Awards will be awarded to Class Representatives.

13. **Continuance of the Hearing:** 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 Settlement Website maintained by the Settlement Administrator. The Court may approve the

Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

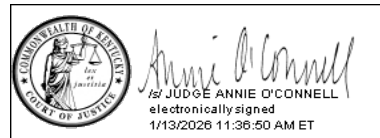
14. **Stay of Litigation:** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

15. **Settlement Timeline:** The Court orders the following schedule of dates:

<i>Event</i>	<i>Date/Deadline</i>
Deadline to Move for Preliminary Approval	7 days after the Date of Execution
Date of Preliminary Approval	The day on which the Court enters the Preliminary Approval Order
Deadline to Provide the Class List	7 days after Date of Preliminary Approval
Deadline to Fund Costs of Notice and Administration	30 days after Preliminary Approval Order and provision of W9 and banking information by Settlement Administrator
Deadline to Fund the Remainder of the Settlement Fund	Remaining balance of Settlement Fund less Costs of Notice and Administration to be funded 30 days after the Effective Date and confirmation by the Settlement Administrator of the banking information
Deadline to Send Notice	30 days after Date of Preliminary Approval Order
Deadline to File Motion for Fees, Expenses, and Service Awards	15 days before Deadline to Object
Deadline to Object	60 days after Deadline to Send Notice
Deadline to Opt-Out	60 days after Deadline to Send Notice
Deadline to Report Opt-Outs	10 days after Deadline to Opt-Out
Deadline to Terminate for Opt-Outs	30 days after Deadline to Report Opt-Outs
Deadline to File Motion for Final Approval	No later than 14 days before the Date of the Final Approval Hearing
Date of the Final Approval Hearing	To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval Order)

Date of Final Approval	The day on which the Court enters the Final Approval Order
Effective Date	The 31st day after the Court enters the Final Approval Order, provided no objections are made and no appeal is filed by that date. Otherwise, the 31st day after the date on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
Deadline to Pay Fees and Expenses	35 days after Effective Date
Deadline to Pay Service Awards	35 days after Effective Date
Deadline to Submit Claims	90 days after Deadline to Send Notice
Deadline to Process Claims	45 days after Deadline to Submit Claims
Deadline to Cure Claims	21 days after mailing of a deficiency letter
Deadline to Pay Valid Claims	45 days after Effective Date
Date Settlement Benefits Expire	120 days after issuance of the benefit

IT IS SO ORDERED



HONORABLE ANNIE O'CONNELL
JUDGE, JEFFERSON CIRCUIT COURT
DIVISION TWO (2)

Dated: _____