

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

GUY REDMAN, BRYAN WASSERMAN,
GERARD ABLIN, LINDA KOGEN, GARY
KIEFEL, DAVID SCHULTZ, JEFF
FISCHER, MARIANNE AJANI, and
BRIAN HOLOVATY, individually and on
behalf all others similarly situated,

Plaintiffs,

v.

ILLINOIS BONE AND JOINT
INSTITUTE, LLC,

Defendant.

Lead Case No. 2024CH08333

Calendar No. 15

Consolidated Case Nos.:

2024CH08524

2024CH08623

2024CH08913

2024CH08918

2024CH08955

2024CH09143

2024CH09194

**ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion, the Settlement Agreement ("Settlement Agreement") between Plaintiffs Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty ("Plaintiffs") and Defendant Illinois Bone and Joint Institute, LLC ("Defendant" or "ILBJ"), 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:

The approximately 568,000 persons who are identified on the Settlement Class List. Specifically, they are all individuals residing in the United States who were sent a Breach Notice stating that their Personal Information was potentially compromised in the Data Incident discovered by ILBJ on or about July 4, 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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 568,000 Settlement Class Members.
- b. Questions of law and fact common to the settlement class predominate over individualized questions. Issues such as whether Defendant failed to prevent the potential accessibility of Plaintiffs' and Class Members' personally identifiable information and personal health information; and whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially accessible in the Data Incident.

- c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed class counsel— Ben Barnow of Barnow and Associates P.C., Raina C. Borrelli of Strauss Borrelli PLLC, and Gary M. Klinger of Milberg PLLC—have experience and expertise in 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.

5. For settlement purposes only, Plaintiffs Guy Redman, Bryan Wasserman, Gerard Ablin, Linda Kogen, Gary Kiefel, David Schultz, Jeff Fischer, Marianne Ajani, and Brian Holovaty are appointed as Class Representatives.

6. For settlement purposes only, Ben Barnow of Barnow and Associates, P.C., Raina C. Borrelli of Strauss Borrelli PLLC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC are hereby appointed as Class Counsel.

Manner and Form of Notice

7. The Court approves, in form and content, the Short Form and Long Form Notices, attached to the Settlement Agreement as Exhibits 1 and 2, 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 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. Kroll Settlement Administration LLC 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 ninety (90) days after the Notice Deadline. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 3.

12. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the Settlement Website no later than no later than ninety (90) days after the Notice Deadline. 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 Class 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. 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 thirty (30) days prior to the Opt-Out and Objection Deadlines.

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 sixty (60) days after the Notice Deadline.

16. In order to exercise the right to be excluded, a person within the Settlement Class must timely submit via first class mail a written request for exclusion to the Settlement Administrator stating the following information: 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 at the top of the communication.

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 Class Counsel intends to seek and the payment of the Service Awards to the Class Representatives, may do so, either personally or through an attorney, by submitting a written objection to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice shall set forth the address at which Settlement Class Members may send any objections.

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and

(viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same.

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 fee and expense application and/or the request for a Service Awards 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 submits 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 file a notice of appearance with the Court by the Objection Deadline and must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

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. All papers in support of the Final Approval of the Settlement shall be filed at least fourteen (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 Class Claims against any of the Released Persons.

24. A Final Approval Hearing shall be held before the Court on July 1, 2026, at 10:30 a.m., before Judge William B. Sullivan, Courtroom 2410, Richard J. Daley Center, 50 W. Washington St., Chicago, IL 60602 (or at such other time and location as the Court may without further notice direct), via Zoom (Meeting ID: 955 3557 3920; No password is required), 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 Service Awards to the Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement;
- g. to designate the Non-Profit Residual Recipients; and
- h. to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing 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 Approval 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.

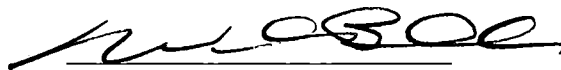
Upcoming Deadlines

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

EVENT	DATE
Defendant to provide the Settlement Class List to the Settlement Administrator	10 Days after entry of Preliminary Approval Order
Notice Deadline	30 Days after entry of the Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and the Service Awards for Class Representatives	30 Days prior to Opt-Out and Objection Deadlines
Opt-Out and Objection Deadlines	60 Days after Notice Deadline
Deadline for Class Members to Submit Claim Forms	90 Days after Notice Deadline
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 120 Days after the entry of this Order

IT IS SO ORDERED.

ENTERED: _____



Hon. William B. Sullivan
Circuit Court Judge

ENTERED
Judge William B. Sullivan-2142

MAR 3 2026
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL