

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

STEVEN HALL, *et al.*, individually,
and on Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

ROSELAND COMMUNITY HOSPITAL
ASSOCIATION,

Defendant.

Case No.: 2024CH10367

Calendar No. 2

**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 and memorandum in support of the Motion, the Class Action Settlement and Release ("Settlement Agreement") between Plaintiffs Steven Hall, individually and on behalf of his minor children, S.H., S.D.H., and L.H., Diamond Davis, and Chantel Carmickle and Defendant Roseland Community Hospital Association ("Defendant" or "Roseland"), 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 individuals whose Private Information was potentially compromised in the Data Incident and to whom Defendant sent an individual notification that they may have been affected by the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendant, and any entity in which Defendant or its parents have a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) all Settlement Class Members who timely and validly opt out of the Settlement Class; and (e) any 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.

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 101,354 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 Incident 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 Settlement Class Counsel— Gary M. Klinger of Milberg PLLC, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and William B. Federman of Federman & Sherwood —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 Mr. Bennett G. Picker of Stradley Ronon Stevens & Young, LLP.

5. For settlement purposes only, Plaintiffs Steven Hall, individually and on behalf of his minor children, S.H., S.D.H., and L.H., Diamond Davis, and Chantel Carmickle are appointed as Settlement Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Settlement Class Counsel:

Gary M. Klinger
MILBERG PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center

223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Tel: (615) 254-8801
gstranch@stranchlaw.com

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
wbf@federmanlaw.com

Manner and Form of Notice

7. The Court approves, in form and content, the Long Form and Postcard Notices, attached to the Settlement Agreement as Exhibits 2 and 3, 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. Kroll Settlement Administration 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 Completion Deadline. The Court hereby approves as to form and content the Claim Form attached as Exhibit 1.

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 ninety (90) days after the Notice Completion 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 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. Settlement Class Counsel may file any motion or application seeking an award of attorneys' fees, costs, and expenses, as well as Service Awards for the Settlement Class Representatives, in accordance with the terms of the Settlement Agreement, no later than no later than 60 days before the initial date set for the Final Approval Hearing. This date is 15 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 Completion Deadline.

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: (i) be personally signed by the Settlement Class Member; (ii) contain the requestor's name, address, telephone number, and email address (if any); (iii) contain the name and number of the Action; and (iv) 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 Settlement Class Counsel intends to seek and the payment of Service Awards to the Settlement Class Representatives, may do so, either personally or through an attorney, by serving the written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, on Class Counsel, Defendant's

Counsel, and the Settlement Administrator no later than sixty (60) days after the Notice Completion Deadline. Addresses for Class Counsel, Defendant's Counsel, and the Settlement Administrator will be posted on the Settlement Website and in the Long Form Notice. The objector or his or her counsel may also file the objection with the Court.

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing:

- a. the name and number of the Action;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Long Form Notice you received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- g. the number of times in which the objector's counsel and/or counsel's law

firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

20. Objections not filed and served in accordance with this Order shall not be received or considered by the Court.

Final Approval Hearing

21. Plaintiffs shall file their Motion for Final Approval of the Settlement at least 60 days before the initial date set for the Final Approval Hearing.

22. 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.

23. A Final Approval Hearing shall be held before the Court via Zoom (Zoom Meeting ID: 940 2104 4687; Password: 296476) on January 6, 2027, at 9:30 a.m., in Room 2601, Daley Center, 50 W. Washington St., Chicago, Illinois 60602 (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 Settlement Class Counsel;
- e. to consider the application for a Service Award to the Settlement 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.

24. 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.

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

Temporary Stay

26. 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

27. 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.

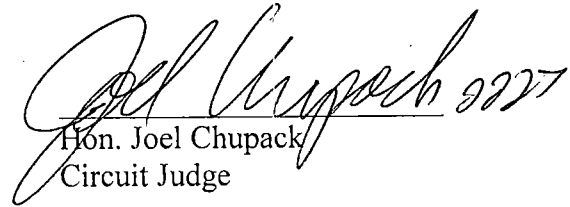
Upcoming Deadlines

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

EVENT	DATE
Defendant to provide the Class Member Information to Settlement Administrator	10 Days after entry of Preliminary Approval Order
Notice Commencement Date	30 Days after entry of the Preliminary Approval Order
Notice Completion Date	15 Days after Notice Commencement Date
Deadline for Plaintiffs to File Motion for Final Approval and Application for Attorneys' Fees, Costs, Expenses, and Service Awards for Settlement Class Representatives	60 days before the initial date set for the Final Approval Hearing
Opt-Out and Objection Deadlines	60 days after the Notice Completion Deadline.
Deadline for Class Members to Submit Claim Forms	90 days after the Notice Completion Deadline.
Final Approval Hearing	At least 135 Days after the entry of this Order

IT IS SO ORDERED.

ENTERED: August 18, 2026


Hon. Joel Chupack
Circuit Judge

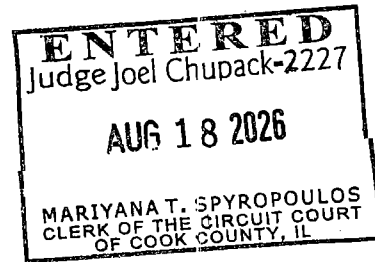


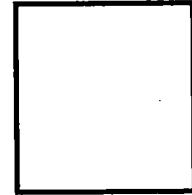
EXHIBIT 1

000000000000
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Your claim must
be submitted
online or
postmarked by:
Month XX, 2026

CLAIM FORM

Hall, et al. v. Roseland Community Hospital Association
Case No. 2024CH10367
Circuit Court of Cook County, Illinois, Chancery Division



GENERAL INSTRUCTIONS

If your Private Information was potentially impacted by the Roseland Community Hospital Association ("Roseland") Data Incident that occurred on or about June 2, 2024 and/or you were sent a notice of the Data Incident, you may submit a Claim for Settlement Class Member Benefits as outlined below using this Claim Form. Please refer to the Long-Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Medical Records Monitoring and/or a Cash Payment for Documented Losses and a Pro Rata Cash Payment, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at [www.\[website\].com](http://www.[website].com) or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail, postmarked by the deadline above, to:

Hall, et al. v. Roseland Community Hospital Association
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Class Member Benefits

You may submit a Claim to receive both Cash Payment A for Documented Losses and Cash Payment B for a Pro Rata Cash, as well as Medical Records Monitoring.

Check the box below to select the appropriate payment option:

- ☐ **Cash Payment A – Documented Losses:** Cash Payment of up to \$5,000.00 for Documented Losses and expenses incurred as a result of the Data Incident. Documentation must be provided. See Section III of this Claim Form for more information.

AND

- ☐ **Cash Payment B – Pro Rata Cash:** A *pro rata* (proportional) cash payment, estimated to be \$50.00. No documentation is required.

Check the box below if you would also like to receive Medical Records Monitoring:

- ☐ **Medical Records Monitoring:** One (1) year of Medical Records Monitoring through CyEx's Medical Shield Complete, including: up to \$1,000,000 of identity theft insurance coverage. If you select this benefit, you will be able to enroll in Medical Shield Complete product using the activation code provided in the Postcard Notice, after the Settlement receives final approval from the Court and becomes effective. If you did not receive a Postcard Notice or do not have the activation code, please contact the Settlement Administrator at (XXX) XXX-XXXX or [www.\[website\].com](http://www.[website].com).

Note: Based on the amount of Valid Claims filed, payment amounts may be adjusted *pro rata* (proportionally) as needed.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form. All fields are required. Please print legibly.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: () -

Email Address: _____

Class Member ID (if known): 00000 _____

II. PAYMENT METHOD SELECTION

Please check **one** of the boxes below to select a Claim Payment option:

☐ Zelle ☐ Venmo ☐ PayPal ☐ ACH ☐ Check

Note: The easiest way to file a Claim and provide electronic payment information is through the Settlement Website. Please visit [www.\[website\].com](http://www.[website].com) and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

III. CASH PAYMENT A - DOCUMENTED LOSSES

You may submit a Claim for up to \$5,000.00 for unreimbursed Documented Losses related to the Data Incident. To receive a Cash Payment for Documented Losses, you must submit complete this Claim Form and submit it by **Month XX, 2026** with reasonable documentation.

Documented losses may include but are not limited to: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were fairly traceable to the Data Incident; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Reasonable documentation is third-party documentation such as receipts, invoices, credit card statements, phone bills, or other documentation not "self-prepared" that demonstrates the costs incurred. "Self-

prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

If you do not submit reasonable documentation supporting a loss, or if your Claim for Cash Payment A – Documented Losses is rejected by the Settlement Administrator for any reason, and you fail to cure the Claim, it will be converted to a Cash Payment B – *Pro Rata* Cash Claim.

Please confirm that you have attached documentation for your Claim by checking the box below:

☐ I have attached documentation showing that the losses and expenses listed below were related to the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
Example: Medical Records Monitoring	07/17/25 (mm/dd/yy)	\$60.00	Copy of Medical Records Monitoring service bill
	— — / — — / — — (mm/dd/yy)	\$ —————	
	— — / — — / — — (mm/dd/yy)	\$ —————	
	— — / — — / — — (mm/dd/yy)	\$ —————	

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of Illinois that the information I have supplied in this Claim Form, and any supporting documentation provided, is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim is considered complete and valid.

_____/_____/_____
Signature Date (mm/dd/yyyy)

Print Name

Reminder: If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the "Contact Us" form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.