

**IN THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT
WILLIAMSON COUNTY, ILLINOIS**

JOHN DOE, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

SOUTHERN ILLINOIS HEALTHCARE
ENTERPRISES, INC., SOUTHERN
ILLINOIS HOSPITAL SERVICES, and
SOUTHERN ILLINOIS MEDICAL
SERVICES, NFP,

Defendants.

Case No. 2023LA55

Class Action

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff John Doe’s Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion seeks approval of the parties’ Class Action Settlement Agreement (the “Settlement”), which has been submitted to the Court along with the Motion. Having considered the Motion, the Settlement, and being duly advised, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Definition of the Settlement Class.** Under the Settlement, the parties agree to certification of the following Settlement Class for purposes of settlement only:

All patients of Defendants residing in the United States that signed into Defendants’ MyChart patient portal or scheduled appointments through Defendants’ MyChart patient portal or website open scheduling from February 21, 2022 to February 28, 2023, or June 12, 2023 to July 6, 2023, or completed a health risk assessment from November 2, 2020 to January 31, 2021 or February 1, 2021 to April 30, 2021, which totals approximately 79,215 individuals.

Excluded from the Settlement Class are:

(1) any Judge presiding over this Action, any members of the Judges’ respective staffs, and immediate members of the Judge’s family; (2) officers and directors of the Defendants, their agents, affiliates, subsidiaries, parent companies, successors,

predecessors, and any entity in which the Defendants or their parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

2. **Certification of the Settlement Class.** The Court finds that certification of the Settlement Class is appropriate and that the Settlement Class meets the four requirements of 735 ILCS 5/2-801, which are “generally known as numerosity, commonality, adequacy of representation, and appropriateness.” *Shackelford v. Allstate Fire & Cas. Ins. Co.*, 2021 IL App (1st) 210195-U, ¶ 15 (citation omitted). Specifically, the Court finds for settlement purposes that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, as there are thousands of members;
- b. There are questions of law or fact common to the Settlement Class that predominate over any questions affecting only individual members based upon the claims raised in the lawsuit;
- c. The Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- d. A class action is an appropriate method for the fair and efficient adjudication of this controversy.

3. **Appointment of Settlement Class Representative and Settlement Class Counsel.** The Court appoints Plaintiff John Doe as Class Representative and appoints CohenMalad LLP; Stranch, Jennings & Garvey PLLC; and Strauss Borelli, LLP, as Class Counsel.

4. **Preliminary Approval of the Settlement.** The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise between the Settlement Class and Defendants under the circumstances of this case. The Court, therefore,

preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement Agreement that are triggered by such preliminary approval. In making this determination, the Court has considered:

- (1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement;
- (2) the complexity, length and expense of further litigation;
- (3) the absence of collusion in reaching a settlement;
- (4) the opinion of competent counsel; and
- (8) the stage of proceedings and the amount of discovery completed.

See City of Chicago v. Korshak, 206 Ill. App. 3d 968, 972, 565 N.E.2d 68, 70–71 (1990) (citing *Armstrong v. Bd. of Sch. Dirs.*, 616 F.2d 305, 314 (7th Cir. 1980)).

5. **Appointment of the Settlement Administrator.** The Court appoints Simpluris, Inc., as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement requires. The Settlement Administrator’s fees will be paid pursuant to the terms of the Settlement.

6. **Notice of the Settlement to Class Members.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise 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 Class Members and other persons entitled to

receive notice; (d) meet all applicable requirements of law, including 735 ILCS 5/2-803 and 806; and (e) and meet the requirements of Due Process. 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 Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement. Non-material modifications to the notices may be made by the Settlement Administrator in consultation and agreement with the parties, and without further order of the Court.

7. **Class Members' Rights to Object to the Settlement.** Any Class Member who does not opt-out of the Settlement may submit a written objection to the Settlement (or any part of it) no later than the Objection Date. Any objection must be sent to the Clerk of the Court, the Settlement Administrator, Class Counsel, and counsel for Defendants, must be personally signed by the objector, and must include all of the following: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any

payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

8. **Class Members' Rights to Opt-Out of the Settlement.** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include: (1) his/her name, current address, telephone number, and unique ID; 2) a signature; 3) the name and number of the case; and 4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid unless the parties agree to treat it as valid, and the person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of the Settlement. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed.

9. **Approval of the Claims Process.** Settlement Class Counsel and Defendants 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 Notice. 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 Notice and the 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 Order and Judgment, including the releases contained therein.

10. **Termination of the Settlement.** If the Settlement is terminated pursuant to its terms, this Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement.

11. **Use of This Order.** This Preliminary Approval Order shall be of no force or effect if the Final 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, or liability. Nor shall this Preliminary Approval 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 claims lack merit or that the relief requested is

inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

12. **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.

13. **Final Approval Hearing.** A Final Approval Hearing shall be held as set forth in the schedule below at Williamson County Courthouse, 200 West Jefferson Street, Marion, IL 62959 [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (d) the application of the Class Representative for service award should be approved. 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. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendants Provide Class Member Information To Settlement Administrator	Within 10 Days Of Entry Of Preliminary Approval Order
Deadline For Settlement Administrator To Begin Sending Short Form Notice (By Email)	Within 30 Days Of Entry Of Preliminary Approval Order (the “Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Exclusion/Objection Dates
Exclusion/Objection Date Deadlines	60 Days After Notice Completion Date
Settlement Administrator Provides Parties With List Of Timely, Valid Opt-Outs	10 Days After Exclusion Date
Claims Deadline	60 Days After Notice Completion Date
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order
	AUGUST 24, 2026@9:00 AM

DONE AND ORDERED on this ___ day of _____, 2026.



3/16/2026

JUDGE