

IN THE STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

LOUISE PREVOST, PAUL FREDERICK,
AMY RICHARDSON, JANE DOE #1, JANE
DOE #2, and JANE DOE #3, Individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ROPER ST. FRANCIS HEALTHCARE,

Defendant.

C.A. NO.:
2021-CP-10-01754

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before this Court are Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards ("Motions"). Having reviewed and considered the Settlement Agreement between Plaintiffs and Defendant Roper St. Francis Healthcare, and the Motions, and having conducted a Final Approval Hearing, the Court makes the following findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or to determine with certainty the factual and legal issues in dispute when determining whether to approve a class action settlement; and

THE COURT makes the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being

fair, reasonable, and adequate under Rule 23 of the South Carolina Rules of Civil Procedure, and in the best interests of the Settlement Class;

IT IS ON THIS 2nd day of May, 2024,

ORDERED that:

1. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

2. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

3. On January 18, 2024, this Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a settlement class and settlement subclass in this matter, including defining the class, appointed Plaintiffs as the Settlement Class Representatives, and appointed Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed Kroll as the Claims Administrator; and (f) set the date for the Final Approval Hearing.

4. In the Order Granting the Motion for Preliminary Approval of Class Action Settlement, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

The approximately 190,000 individuals who were notified that their personally

identifiable information and/or personal health information may have been exposed to unauthorized third parties as a result of the Data Incident experienced by Roper on or around October 2020.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties, grants final approval of the Settlement Agreement and finds that the settlement is fair, reasonable, and adequate and meets the requirements of the laws of the State of South Carolina

6. Notice of the Final Approval Hearing, the motion for attorneys' fees, costs and expenses, and the Service Award payments to Plaintiffs have been provided to Settlement Class Members as directed by this Court's Order, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

7. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members.

8. As of the final date of the Opt-Out Period, six (6) Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. There is also no objection to the Settlement by any potential Class Member.

9. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and

documents comprising the record herein, and all oral arguments presented to the Court.

10. Further to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

“Released Claims’ shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, et seq. and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code §1798.84, et seq. and all similar notification statutes in effect in any states in the United States; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation.”

Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class. For the avoidance of doubt, except for any claim for medical negligence based on, relating to, concerning, or arising out of the Data Incident, the Released Claims shall not include any claims for medical negligence arising out of any other facts or circumstances not at issue in the Litigation.

11. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely and forever released and discharged the Released Persons from the Released Claims.

12. The Court also grants Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards, and awards combined attorneys' fees and expenses in the amount of \$515,000, and service awards in the amount of \$1,500 to each of the Class Representatives (Louise Prevost, Paul Frederick, Amy Richardson, Heidi Roemer, Betty Smalls, and Elizabeth Peterson).

13. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

14. This Final Order and Judgment resolves all claims against all parties in this Action and is a final order.

15. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

AND IT IS SO ORDERED.

[Electronic Signature Page to Follow]



Charleston Common Pleas

Case Caption: Louise Prevost , plaintiff, et al VS Roper St Francis Healthcare

Case Number: 2021CP1001754

Type: Order/Approval Of Settlement

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134