

**STATE OF MINNESOTA
COUNTY OF STEELE**

**DISTRICT COURT
THIRD JUDICIAL DISTRICT**

Payscence Carr, on behalf of herself
individually and all others similarly situated,

Case Type: Contract;
MN Gov't Data Practices Act

Plaintiff,

Court File No.: 74-CV-21-632

v.

South Country Health Alliance, a Joint
Powers Board,

Defendant.

PRELIMINARY APPROVAL ORDER

Plaintiff, Payscence Carr, by her counsel, has submitted a Class Action Settlement Agreement (the "Settlement") and has applied under pursuant to Minn.R.Civ.P. 23.05 for an order: (1) preliminarily approving the terms and conditions set forth in the Settlement, (2) certifying a class for purposes of settlement, (3) approving the form and method of notice to the Settlement Class, and (4) scheduling a final approval hearing to consider final approval of the Settlement. The Court has given due consideration to the terms of the Settlement, the exhibits to the Settlement, the submissions in support of preliminary approval of the Settlement, and the record of proceedings, and now finds that the proposed Settlement should be preliminarily approved pending notice to members of the Settlement Class and a final hearing on whether the Settlement is fair, reasonable, and adequate.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiff, the members of the Settlement Class, and Defendant in the above-captioned case (the “Parties”).

3. The Court finds that for the purposes of settlement and notice the requirements of pursuant to Minn.R.Civ.P. Rules 23.01 and 23.02 have been met, specifically:

- 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 based upon the claims raised in the lawsuit stemming from the Data Incident;
- c. The Plaintiff’s claims are typical of the claims of the Settlement Class and stem from the same Data Breach;
- d. The Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class as they have the same interests in claims relating to the Data Breach;
- e. The questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members in that the questions all relate to the Data Incident; and
- f. A class action is superior to other available methods for the fair and efficient adjudication of the controversy as it will resolve all claims through one proceeding.

The Court therefore **CERTIFIES** the following Settlement Class:

All persons, approximating 15,213 persons, whose Personally Identifiable Information and/or Protected Health Information was potentially compromised, or who reported identity theft to South Country Health Alliance, in writing, on or before May 15, 2023, as a result of the alleged Data Breach described in the Complaint as identified by category in Term Sheet Exhibit A; but, not including any person who serves as, or is designated as an alternate to serve as, a member of the South Country Health Alliance Joint Powers Board, and not including any person who serves as South Country Health Alliance's Chief Executive Officer, Chief Financial Officer, or Compliance Officer.

The Court appoints Plaintiff as Class Representative of these Settlement Class and appoints as Class Counsel the law firms of Stranch, Jennings & Garvey, PLLC (formerly Branstetter, Stranch & Jennings, PLLC), Cohen & Malad, LLP, The Johnson Firm (formerly Linville Johnson, PLLC), and Hellmuth & Johnson, PLLC.

4. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement between the Settlement Class and Defendant under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the Parties to the Settlement and the Class Administrator to perform and satisfy the terms and conditions of the Settlement that are triggered by such preliminary approval.

5. The proposed Summary Notice in the form attached to the Settlement, and the manner of distribution of such Notice by direct mail, are hereby approved by this Court as the best notice practicable to the Class. The proposed Detailed Notice attached to the Settlement and the manner of distribution of such by posting to the Settlement Website, is hereby approved by the Court. The form and manner of notice proposed in the Settlement complies with the requirements of due process. The Claim Form is likewise approved by the Court.

6. Pursuant to Minn.R.Civ.P. 23.05, a final approval hearing (the "Final Approval Hearing") shall be held before the undersigned at Steele County Courthouse, 111 East Main Street. Owatonna, Minnesota 55060 (by Zoom video conference) at **8:45 a.m., on November 6, 2023**

for the purpose of: (a) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees, expenses, and a service award. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Settlement Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Settlement Class.

7. Kroll is appointed as Settlement Administrator and shall cause notice to be sent to each member of the Settlement Class as set forth in the Settlement.

8. Class Members shall be afforded an opportunity to request exclusion from the Settlement. A request for exclusion must: (i) state that the member of the Settlement Class wishes to opt-out or request exclusion from the Class; (ii) contain the full name, current address, and telephone number of the person requesting exclusion; (iii) be signed by the person requesting exclusion; and (v) be sent to the Settlement Administrator by U.S. mail with a postmark on or before the Deadline to Opt Out as defined in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion from the Settlement shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Settlement in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

9. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. Any objection must: (i) contain the full name and current address of the person objecting; (ii) contain the title of the Lawsuit: "*Carr v. South Country Health Alliance*," with the case number; (iii) state the reasons for the Class Member's

objection; (iv) be accompanied by any evidence, briefs, motions, or other materials the Class Member intends to offer in support of the objection; (v) be signed by the Class Member; (vi) state any intention to appear at the Final Approval Hearing; (vii) be sent by U.S. mail, first class and postage prepaid, with a postmark no later than the Deadline to Object, as defined in the Settlement, to the Settlement Administrator; and (viii) be filed with the Court no later than the Deadline to Object, as defined in the Settlement.

10. Any member of the Settlement Class who does not make his or her objection known in the manner provided in the Settlement and notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

11. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

12. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before the Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with applicable rules of Court.


13. No later than the Deadline to File Motion for Final Approval, Class Counsel shall file with the Court the Settlement Administrator's sworn statement of all persons timely requesting exclusion from the Settlement, along with copies of the requests, as well as copies of all objections

received by the Settlement Administrator.

14. No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, as defined in the Settlement, Class Counsel shall file a motion for approval of the attorneys' fees, expenses, and service awards to be paid from the Settlement Fund, along with any supporting materials, to be considered at the Final Approval Hearing.

15. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiff and Defendant, and all orders issued pursuant to the Settlement shall be vacated.

17. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Martinez, Natalie
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***** **THIS ORDER IS EFFECTIVE UPON THE COURT'S ELECTRONIC SIGNATURE AND ENTRY AS NOTED ON THE TOP OF THE FIRST PAGE.** *****