

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

SUZANNE RESTIVO-CONLEY, *et al.*,)
 individually and on behalf of all others)
 similarly situated,)
)
 Plaintiffs,)
)
 vs.)
)
 SOUTHERN ORTHOPEDIC ASSOCIATES,)
 S.C. D/B/A ORTHOPAEDIC INSTITUTE OF)
 WESTERN KENTUCKY AND SOUTHERN)
 ORTHOPEDIC ASSOCIATES, L.L.C. D/B/A)
 ORTHOPAEDIC INSTITUTE OF WESTERN)
 KENTUCKY,)
)
 Defendants.)

Case No.: 2022LA77

FILED
FEB 21 2024
JUSTIN MAZE
 CLERK OF THE CIRCUIT COURT

FINAL APPROVAL ORDER AND JUDGMENT

This matter coming before the Court on the Motion of Plaintiffs, Class Representatives, Suzanne Restivo-Conley, Melinda Fleet, and Sally Christiansen (“Plaintiffs” or “Class Representatives”), individually, and on behalf of all others similarly, for final approval of the Class Action Settlement with Defendant, Southern Orthopedic Associates, S.C. d/b/a Orthopaedic Institute of Western Kentucky and Southern Orthopedic Associates, L.L.C. d/b/a Orthopaedic Institute of Western Kentucky (“SOA” or “Defendants”) (collectively referred to as the “Settling Parties”), the terms of which are set forth in the Settlement Agreement (the “Settlement Agreement”), Plaintiffs’ Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement; Plaintiffs’ Motion and Memorandum in Support of Approval of Attorneys’ Fees, Expenses, and Service Award from Settlement Fund; and in the Motion for Final Approval of Class Action Settlement, and Integrated Memorandum of Law in Support (“Motion for Final Approval”); the Court having been advised in the premises, and having duly considered the papers and arguments of all interested parties, and having held a Final

Approval Hearing on February 13, 2024;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Unless defined herein, all capitalized terms in this order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.

2. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties, including all Class Members.

3. On October 31, 2023, the Court preliminarily approved the Settlement, and certified under 735 ILCS 5/2-801, for settlement purposes, the Settlement Class, defined as:

All persons Defendant identified as being among those individuals impacted by the Data Incident, including all who were sent a notice of the Data Incident.

See Prelim. App. Order ¶ 3.

Excluded from the Class: (a) any judge or magistrate presiding over this action and members of their families; (b) SOA, SOA's subsidiaries, parents, successors, predecessors, affiliated entities, and any entity in which SOA or its parent has a controlling interest, and their current or former officers and directors; (c) persons who properly execute and file a timely request for exclusion from the Class; (d) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (e) Plaintiffs' counsel and Defendant's counsel; and (f) the legal representatives, successors, and assigns of any such excluded persons. SA § 1.32.

The Court now confirms final certification of the Settlement Class for purposes of entering final judgment.

4. Notice to the Settlement Class has been provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the Notice—which included direct notice via U.S. Mail, and the creation of the Settlement Website—provided

the best practicable notice under the circumstances; was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Lawsuit and their rights to object to or exclude themselves from the Settlement and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fulfilled the requirements of 735 ILCS 5/2-803, due process, and the rules of the Court.

5. The Settlement Agreement was the result of arm's-length negotiations conducted in good faith by experienced counsel familiar with the legal and factual issues of this case, and is supported by the Class Representatives and Class Counsel. Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

6. The Court has considered each of the factors set forth in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 565 N.E.2d 68 (1990), as well as the objection filed of record. The Court overrules the objection, and finds that the Settlement Agreement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The Court finds that the consideration to be paid to Class Members who submitted approved Claims is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the litigation and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

7. One (1) member of the Settlement Class has submitted a request for exclusion from

the Settlement as shown in Exhibit C to the Declaration of Omar Silva Re: Notice Procedures, of KCC Class Action Services, LLC (KCC) (“Notice Declaration”), Exhibit B to the Motion for Final Approval. The person set forth in said Notice Declaration Exhibit C is excluded from the Settlement Class and the Settlement.

8. The Settlement Agreement is hereby finally approved in all respects, and the Settling Parties are hereby directed to perform its terms.

9. The Parties and their counsel are directed to implement and consummate the Settlement Agreement according to its terms and conditions. The Settling Parties and Class Members are bound by the terms and conditions of the Settlement Agreement.

10. Other than as provided in the Settlement Agreement and this Order, the Settling Parties shall bear their own attorneys’ fees and costs incurred in any way related to the Litigation.

11. Subject to the terms and conditions of the Settlement Agreement, this Court hereby enters this Final Approval Order and enters the Judgment dismissing this Litigation with prejudice, without fees, costs, or disbursements to any Party except as provided in the Settlement and Final Approval Order.

12. On the Effective Date of the Settlement and in consideration of the promises and covenants set forth in the Settlement, (i) Plaintiffs and each Settlement Class Member who has not timely requested to be excluded, and each of their respective spouses and children 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 as defined in the Settlement Agreement §§ 1.27, 14.3.

13. The Settling Parties may, without further approval from the Court, agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits) that (i) shall be consistent in all material respects with this Final Approval Order and the Judgment; and (ii) do not limit the rights of Class Members.


14. The Court awards to Class Counsel \$220,000.00 (one-third of the total Settlement fund) as a fair and reasonable attorneys’ fee, which shall include all attorneys’ fees associated with the Litigation. This amount shall be paid pursuant to the terms in the Settlement Agreement.

15. The Court awards Class Counsel the amount of \$13,022.69 as reimbursement of litigation expenses.

16. The Court awards a service award of \$2,5000 to each Class Representative, Suzanne Restivo-Conley, Melinda Fleet, and Sally Christiansen.

17. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction as to all matters related to the administration, consummation, enforcement, and interpretation of the Settlement Agreement and this Final Approval Order, and for any other necessary purpose.

IT IS SO ORDERED this 21st day of February 2024.



Judge
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