

IN THE COURT OF COMMON PLEAS
MUSKINGUM COUNTY, OHIO

FILED
COMMON PLEAS COURT
MUSKINGUM CO. OHIO
2023 JUN 13 AM 11:56
WENDY L. SOWERS
CLERK

**LEE MCKITTRICK and JEREMY
STANDISH,**
*individually and on behalf of all others
similarly situated,*

Plaintiffs,

v.

ALLWELL BEHAVIORAL SERVICES,

Defendant.

Case No. CH2022-0174

JUDGE MARK C. FLEEGLE

ORDER GRANTING PRELIMINARY APPROVAL

WHEREAS, the Court has been advised that Plaintiffs Lee McKittrick and Jeremy Standish (“Plaintiffs”) and Defendant Allwell Behavioral Services (“Allwell” or “Defendant”) have agreed, subject to Court approval, to a settlement and to issue notice to the Class of the settlement, all as set forth in the Settlement Agreement and Release (“Settlement Agreement”), which has been filed with the Court:

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court upon preliminary examination that the Settlement Agreement and the terms of the settlement appear fair, reasonable, and adequate, and that a hearing should be held after notice to the Class of the proposed settlement to finally determine if the proposed Final Approval Order and Dismissal with Prejudice should be entered.

IT IS HEREBY ORDERED THAT:

1. The following Class is hereby preliminarily certified, for settlement purposes only, as, “All individuals who were issued notice by Allwell that their personal information may have been involved in the Data Breach.” Excluded from the Class are (1) the judge presiding over this

Action, and members of his direct family; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

2. The Court finds that the Settlement Class satisfies the requirements of numerosity, commonality, typicality, and adequacy pursuant to Ohio R. Civ. P. 23(A), and the predominance and superiority requirements of Ohio R. Civ. P. 23(B)(3).

3. Plaintiffs Lee McKittrick and Jeremy Standish are each preliminarily appointed as representatives of the Settlement Class (“Class Representatives”), and the following attorneys for Plaintiffs are preliminarily appointed as counsel for the Settlement Class (“Class Counsel”): Terence R. Coates, Markovits, Stock & DeMarco, LLC; Joseph M. Lyon, The Lyon Firm; Matthew Wilson, Meyer Wilson, and Brittany Resch, Turke & Strauss LLP.

4. The Settlement Agreement and the settlement contained therein are preliminarily approved as fair, reasonable, and adequate. The settlement is sufficient to justify issuing notice of the settlement to the Settlement Class.

5. The Notices attached as Exhibits to the Settlement Agreement (the “Notices” referred to throughout this order) to be mailed and/or emailed directly to each member of the Settlement Class constitute the best notice practicable under the unique circumstances of this case and constitute sufficient notice to all potential members of the Settlement Class, and satisfy all due process and Rule 23 requirements.

6. The Settlement Administrator shall cause Notices to be issued as provided for in the Settlement Agreement. The Settlement Administrator shall also establish a website and post the Settlement Agreement and the notices on the website and permit claims to be filed electronically

on the website (the “Settlement Website”). The cost of notice and related settlement administration shall be paid as provided for in the Settlement Agreement.

7. A hearing (the “Final Hearing”) shall be held on **Thursday, November 9, 2023, at 10:00 a.m.** as set forth in the Notices, to determine whether the proposed settlement is fair, reasonable, and adequate, and should be approved. The Final Hearing described in this paragraph may be postponed, adjourned, or continued by journalized order of the Court without further notice to the Class. After the Final Hearing, the Court may enter a Final Approval Order and Dismissal with Prejudice in accordance with the Settlement Agreement that will adjudicate the rights of all members of the Settlement Class.

8. Any member of the Settlement Class who does not elect to be excluded from the Settlement Class and who objects to approval of the proposed settlement may appear and be heard at the Final Hearing provided that the Class Member (as well as the objection) complies with the requirements and due dates set forth in the Notices and Settlement Agreement.

9. Timely objections to the settlement shall be heard, and any papers or briefs submitted in support of said objections shall be considered by the Court, only if, on or before 90 days from the date of this Order, said objector(s) shall file with the Clerk of Court their written objections, together with supporting papers stating specifically the factual basis and legal grounds of the objections in compliance with the requirements and due dates set forth in the Notices and Settlement Agreement. No person shall be entitled to be heard, and no objection shall be considered, unless these requirements are satisfied.

10. Any Settlement Class Member who does not make a timely objection to the settlement in the manner provided in the Settlement Agreement and Notices shall be deemed to have waived any such objection by appeal, collateral attack, or other challenge to the settlement.

11. Any Settlement Class Member who desires to be excluded from the Settlement Class must serve on the Settlement Administrator, at the address indicated in the class Notices, a written request to opt-out of this settlement. To be effective, each opt-out request must comply with the requirements and instructions provided in the Settlement Agreement and Notices.

12. All persons who properly submit opt-out requests for exclusion from the Settlement Class will be identified in an exhibit for the Court on Final Approval and will be excluded from the Settlement. All excluded persons shall not be Settlement Class Members, shall have no rights with respect to the settlement and no interest in any proceeds of the settlement, and shall not be bound by the Judgment to be issued by this Court if final approval is granted. All Settlement Class Members who do not serve a request for exclusion from the Settlement Class, in compliance with the requirements and due dates explained in the Settlement Agreement and Notices, shall be bound by the judgment to be issued by this Court if final approval is granted.

13. All discovery, other than that provided in the Settlement Agreement and other pretrial proceedings in this action, is stayed and suspended until further order of this Court, except as may be necessary to implement the Settlement Agreement and this Order. In addition, Plaintiff and Class Counsel are enjoined from further prosecuting the claims until further order of this Court.

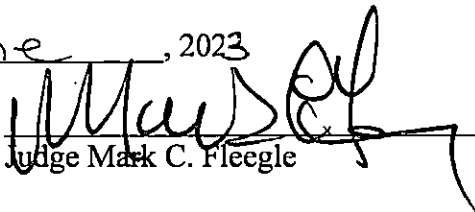
14. If the proposed settlement as provided in the Settlement Agreement is not approved by the Court, or for any reason the parties fail to obtain a Final Approval Order and Dismissal with Prejudice as contemplated by the Settlement Agreement, or the Settlement Agreement is terminated under its terms, then the Settlement Agreement and all orders entered in connection therewith shall become null and void and of no further force and effect, and shall not be used or referred to for any purposes whatsoever. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice to the rights of

any and all parties thereof, who shall be restored to their respective positions immediately prior thereto, and this Order and related filings shall have no further force and effect whatsoever, whether evidentiary or otherwise.

15. The following Settlement Timeline with guide the settlement process in this case:

<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to Allwell	On or before the date of the filing of the motion for preliminary approval
Allwell provides list of Settlement Class Members to the Settlement Administrator	+7 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+14 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	+46 days after Notice Date
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to the Court and Settlement Administrator	+70 days after Notice Date
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+35 days after Claims Deadline
Parties' Challenge to Any Claims	+ 35 days from Initially Approved Claims List
<u>Final Approval Hearing</u>	
Motion for Final Approval	+150 days after Preliminary Approval Order (at minimum)
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Effective Date	+35 days after Final Approval Order
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+30 days after Effective Date
Settlement Website Deactivation	+90 days after Effective Date

It is so ordered this 13th day of June, 2023


 Judge Mark C. Fleegle