IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

IN RE THE CHRIST HOSPITAL PIXEL LITIGATION	Case No. A 2204749 Judge Christian A. Jenkins

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before this Court is Plaintiffs' Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Class Representative Service Awards ("Final Approval Filings"). The Final Approval Filings seek (a) certification of the Settlement Class for settlement purposes; (b) final approval of the proposed Settlement preliminarily approved by this Court on June 25, 2025, and memorialized in the Settlement Agreement; (c) dismissal with prejudice of Plaintiffs' and Settlement Class Members' claims against Defendant; (d) approval of Class Counsel's attorney fees and reimbursement of expenses; and (e) approval of Service Awards for Class Representatives, A.T., G.W., and W.B. In connection with the Motion for Final Approval, the Court considered the pleadings, filings, all exhibits, and affidavits thereto, and the arguments of counsel.

The Final Approval Hearing was held before this Court on October 29, 2025, to determine: (a) whether certification of the Settlement Class for settlement purposes is appropriate; (b) whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate; (c) whether a final judgment should be entered; (d) whether to approve Class Counsel's request for an award of attorneys' fees and reimbursement of expenses; and (e) whether to grant Plaintiffs' request for Service Awards to the Class Representatives. The Court, having read and considered all submissions, evidence, and argument made in connection

with the Final Approval Filings, finds that final approval is appropriate and concludes as follows.

IT IS HEREBY ORDERED THAT:

1. The definitions and terms set forth in the Settlement Agreement are hereby adopted and incorporated into this Order.

2. The Court has jurisdiction over the subject matter of this action, the parties, and Settlement Class Members.

3. As part of its June 25, 2025 Preliminary Approval Order, the Court preliminarily certified for settlement purposes a Settlement Class defined as follows:

> The individuals identified on the Settlement Class List, who are or were patients of Defendant or any of its affiliates, used Defendant's Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023.
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> Excluded from the Settlement Class are: (a) the judge presiding over this Litigation, his immediate family members, and members of his staff; (b) 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 and directors; and (c) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court hereby affirms this definition of the Settlement Class for purposes of this Final Order and Judgment and certifies this action, for Settlement purposes only, as a class action pursuant to Civ.R. 23(B)(3). In so doing, the Court finds, for Settlement purposes only, that the action meets all the requirements of Rule 23 of the Ohio Rules of Civil Procedure and due process and can therefore be certified as a class action because: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact that are common to the Settlement Class; (3) Plaintiffs' claims are typical of the claims of the Settlement Class; (4) Class Representative Plaintiffs A.T., G.W., and W.B., and Class Counsel, Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; Jeffrey S.

Goldenberg of Goldenberg, Schneider, LPA; Matthew R. Wilson of Meyer Wilson, LPA; Philip J. Krzeski of Chestnut Cambronne PA; Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; and Foster C. Johnson of Ahmad, Zavitsanos, & Mensing P.L.L.C. have fairly and adequately protected the interests of the Settlement Class; (5) common issues predominate; and (6) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Plaintiffs and Defendant have entered into the Settlement Agreement, which has been filed with the Court and is incorporated herein by reference. The Settlement Agreement provides for the settlement of this action on behalf of Plaintiffs and the members of the Settlement Class, subject to final approval by the Court. The Settlement Agreement provides that, in exchange for the release described in the Settlement Agreement and this Final Order and Judgment, Defendant shall provide for three separate forms of settlement relief to all Class Members who submit a valid and timely claim form. These benefits include pro rata cash payments; one year of CyEx's Privacy Shield Pro; and a two-year extension of the injunctive relief that Defendant agreed to in the Agreed Order that was entered by the Court on January 13, 2023, with respect to the public-facing Website and Patient Portal, including any forms or Health Risk Assessments.

5. The Court finds that the Settlement Agreement is the result of arm's-length negotiation by the parties. In addition, the Court finds that approval of the Settlement Agreement and the proposed Settlement embodied therein will result in substantial savings in time and resources to the Court and the litigants and will further the interests of justice. Further, the Court finds that the Settlement Agreement is within the range of possible settlements suitable for final approval as fair, just, equitable, and reasonable, and is in the best interest of the Settlement Class based on the record, due diligence of Class Counsel, and the absence of material objections.

6. The Court has reviewed the forms of the Notice provided to potential Class Members, including the written and electronic forms of Notice and the Settlement Website, and concludes that the Notice Program implemented by Kroll and Class Counsel in this matter was fair and reasonable, satisfies Rule 23 and due process, and constitutes adequate notice to the Class of the settlement of this Action.

7. The Settlement of the action on the terms and conditions set forth in the Settlement Agreement is finally approved and confirmed in all respects as fair, reasonable, and adequate under Rule 23 of the Ohio Rules of Civil Procedure. Furthermore, the Settlement as approved is in the best interest of the Settlement Class and Settlement Class Members, especially in light of the benefits to the Settlement Class and the costs and risks associated with the complex proceedings necessary to achieve a favorable result through pre-trial proceedings, class certification proceedings, trial, and appeals.

8. Class Counsel has requested attorneys' fees in the amount of $2,333,333.33 in attorneys' fees (one-third of the $7,000,000 settlement amount) and reimbursement of litigation expenses in the amount of $65,048.28. Class Counsel's fee request is reasonable under the circumstances in this case and in light of the value of the Settlement benefits made available to the Class. Furthermore, the fee request is reasonable because it was negotiated between two Parties whose counsel are highly experienced in data privacy litigation and the fee mediation was overseen by Mr. David P. Kamp, a local mediator with vast experience. Accordingly, Class Counsel's request for $2,333,333.33 in fees and $65,048.28 for expenses is granted.

9. The Court has reviewed Kroll's affidavit regarding the services it has provided (and will continue to provide), and believes that its projected fees and expenses are reasonable. Accordingly, the Court also approves the payment of settlement administration fees and expenses

to Kroll for its services.

10. Plaintiffs further request a Service Award in the amount of $7,500 for each of the Class Representatives. The Class Representatives adequately represented the Class's interests in this matter by staying informed throughout the litigation and thoroughly reviewing and approving the terms of the Settlement, as well as by personally assuming the risks involved in pursuing this litigation. The requested Service Awards are reasonable and hereby granted.

11. The notices to the Class appropriately advised all potential Settlement Class Members of their right to object to the Settlement or opt out of the Settlement. All members of the Settlement Class had the opportunity to object to and opt out of the Settlement. The fact that there was only one purported objection to the Settlement (by an individual who also opted out of the Settlement) and only eleven requests to opt out of the Settlement supports a finding that the Settlement, including the administration of the Settlement, was reasonable.

12. The Court finds that the letter from the individual purporting to both opt out of and object to the settlement shall be construed as a valid request for exclusion from the Settlement Class. Because that individual is no longer a Class Member, he lacks standing to object to the Settlement. However, even if the Court construed the letter as a valid objection instead of an opt-out, it would be denied because the class definition in this case is objective and unambiguous, the value of the Settlement was fair and reasonable, and the notice program executed by the Settlement Administrator represented the best notice practicable under the circumstances of this case.

13. All provisions and terms of the Settlement Agreement are hereby finally approved in all respects. The Parties to the Settlement Agreement are hereby directed to fully implement the Settlement Agreement in accordance with its terms.

14. All provisions of the Settlement Agreement are hereby incorporated into this Order

as if fully rewritten herein, including, without limitation, paragraph 11 of the Settlement Agreement. The Court finds the release set forth in paragraph 11 of the Settlement Agreement is effective as of the date of this Final Order.

15. To the extent there are terms in this Order that conflict with the terms of the Settlement Agreement in any manner, the Settlement Agreement shall control.

16. Without in any way affecting the finality of this Final Order, this Court shall retain continuing jurisdiction over this Litigation for purposes of implementing, administering, interpreting, and enforcing the Settlement Agreement as well as any other matters related or ancillary to any of the foregoing.

17. Accordingly, Plaintiffs' claims are DISMISSED WITH PREJUDICE.

18. There is no just reason for delay, and this is a final, appealable order as of when it is entered upon the journal of the Court.

10/29/25
Date

Hon. Christian A. Jenkins

DIRECTION TO THE CLERK:

Pursuant to Civ.R. 58(B), the clerk is hereby directed to serve upon all parties not in default for failure to appear notice of this judgment and its date of entry upon the journal in a manner prescribed by Civ.R. 5(B), and to note the service in the appearance docket.

COURT OF COMMON PLEAS
ENTER

HON. CHRISTIAN A. JENKINS
THE CLERK SHALL SERVE NOTICE TO PARTIES PURSUANT TO CIVIL RULE 58 WHICH SHALL BE TAXED AS COSTS HEREIN.

FOR COURT USE ONLY
S. C. Line # : 8