

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

Michael Rentschler Cathy Ehrisman, Heather  
Byam, and Kathleen Appel, individually, and  
on behalf of all others similarly situated,

Plaintiff,

v.

Atlantic General Hospital Corporation

Defendant.

Case No. 1:23-cv-01005

Hon. Julie R. Rubin

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**ORDER GRANTING PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND NOTICE PLAN**

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This matter comes before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The Court has reviewed the Motion and the Class Action Settlement Agreement and Release (“Agreement”) entered into by Plaintiffs and Defendant Atlantic General Hospital Corporation (“Defendant”), and it finds that the Motion should be **GRANTED**.<sup>1</sup>

1. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

all persons in the United States to whom AGH mailed a notification that their information may have been impacted in the Data Incident. The Settlement Class specifically excludes: (i) AGH and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent

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<sup>1</sup> Unless otherwise stated, all capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads nolo contendere to any such charge.

2. The Settlement provides for the creation of a \$2,250,000.00 Settlement Fund for Settlement benefits to the Class, Settlement Administration costs and expenses, Class Counsel's attorneys' fees and expenses, and any Class Representative Service Award. The following Settlement benefits are available to Class Members who submit valid and timely Claim Forms:

- a. A Cash Award, which will be calculated as a pro rata share of the Post Loss Payment Net Settlement Fund, as further detailed in paragraph 2.4 of the Settlement Agreement;
- b. In the event a Settlement Class Member does not elect a Cash Award, the Settlement Class Member may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment;
- c. Credit monitoring services for all Settlement Class Members to enroll in three years of three bureau credit monitoring and identity theft protection with \$1 million in insurance regardless of whether they elect to claim a Documented Loss Payment or Cash Award;
- d. Defendant will also provide confirmatory discovery regarding remedial measures taken as a result of the Data Incident .

3. Based upon information provided: the Class is ascertainable; it numbers approximately 136,981 individuals, satisfying numerosity; there are common questions of law and fact, including whether the Data Incident potentially compromised Plaintiffs' and Class Members' Private Information, satisfying commonality; the proposed Class Representative's claims are typical, in that they are members of the Class and allege they received notice from Defendant that their Private Information was potentially compromised in the Data Incident, thereby alleging they have been damaged by the same conduct as other Class Members; the proposed Class Representative and Class Counsel will fully, fairly and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting

only individual members for settlement purposes; and a nationwide class for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

4. The Court appoints Michael Rentschler, Cathy Ehrisman, Heather Byam, and Kathleen G. Appel as the Class Representatives of the Class.

5. The Court appoints as Class Counsel Milberg Coleman Bryson Phillips Grossman, PLLC, Cafferty Clobes Meriwether & Sprengel, LLP, and Kramon & Graham, P.A..

6. The Court appoints Kroll Settlement Administration, LLC as Settlement Administrator.

7. The Court does hereby preliminarily approve the Settlement, including the notices and releases contained therein as being fair, reasonable, and adequate as to the Class Members, subject to further consideration at the Fairness Hearing described below.

8. A Final Approval Hearing shall be held before the Court on **September 5, 2024** at 2:00 pm in Courtroom 3A of the U.S. District Court located at 101 W. Lombard Street, Baltimore, Maryland 21201 for the following purposes:

- a. To determine whether the proposed Settlement on the terms and conditions provided for by the Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether a Final Approval Order, as defined in the Agreement, should be entered;
- c. To determine whether the claims process under the Settlement is fair and reasonable, and it should be approved by the Court;
- d. To determine whether Plaintiffs' application for Attorneys' Fees and Expenses, and requested Service Awards for the Class Representative, should be approved; and
- e. To rule upon such other matters as the Court may deem appropriate.

9. Plaintiffs' Motion for Final Approval shall be filed at least thirty (30) days before the Final Approval Hearing.

10. The Court approves, as to the form and content, the Short Form Postcard Notice, Long Form Notice, and Claim Form, and finds that the mailing, distribution, and publishing of the various notices in the form and manner set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled to notice. Defendant shall pay the entirety of the estimated costs of Claims Administration and the costs of providing notice to the Settlement Class within 14 days of this Order.

11. The Complaint was commenced after February 18, 2005. The Court directs Defendant to timely notify, through the Settlement Administrator, the appropriate Federal and State officials under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 (to the extent this has not already been done). Counsel for Defendant or the Settlement Administrator shall, at or before the Final Approval Hearing, file with the Court proof of compliance with the Class Action Fairness Act of 2005, 28 U.S.C. §1715.

12. The Claim Form submitted by each Class Member must be properly completed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph.

13. As part of the Claim Form, each Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Agreement.

14. All Class Members shall be bound by all determinations and judgments in the class action concerning the Settlement, including, but not limited to, the releases provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Class and have not opted back in. The persons and entities who timely and validly requested exclusion from the Class will be excluded from the Class and shall not have

rights under the Agreement, shall not be entitled to submit any Claim Forms, and shall not be bound by the Agreement or the Final Approval Order as to Defendant in the Class Action.

15. Pending final determination of whether the Agreement should be approved, Class Counsel, Plaintiffs, and Class Members are barred and enjoined from commencing or prosecuting any action asserting any Released Claims against Defendant.

16. Any Class Member may enter an appearance, individually or, at their own expense, through counsel of their choice, in which case counsel must file with the Clerk of Court and deliver to Class Counsel and counsel for Defendant a notice of such appearance no later than sixty (60) days after the Notice Commencement Date. If they do not enter an appearance, they will be represented by Class Counsel.

17. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number—Rentschler, et al. v. Atlantic General Hospital Corp., Case No. 1:23—CV—01005 (D. Md.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.; (vii) proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Website Usage Disclosure); (viii) provide copies of any documents that the Settlement Class member wishes to submit in support of his/her position; (ix) contain a list, including case name,

court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date, to the Settlement Administrator at Kroll Settlement Administration LLC, as well as to Proposed Settlement Class Counsel, Daniel O. Herrera, Cafferty Clobes Meriwether & Sprengel LLP, 135 S. LaSalle Street, Suite 3210, Chicago, IL 60603; and counsel for AGH, Michael Jervis, Mullen Coughlin LLC, 426 W. Lancaster Avenue, Suite 200, Devon, PA 19333.

18. Any person who does not make an objection in the manner provided in this Order 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 as set forth in the Agreement, unless otherwise ordered by the Court.

19. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Commencement Date.

20. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions, and proceedings in connection with this Order, the Agreement, and the Settlement, shall not constitute evidence, or an admission by Defendant that any acts of wrongdoing have been committed and shall not be deemed to create any inference that there is any liability on the part of Defendant. This Order, the Agreement, and the Settlement, and any of their terms, and all negotiations, discussions and proceedings in connection with this Order, the

Agreement and the Settlement shall not be offered or received in evidence or used for any purpose in this or any other proceeding in any court, administrative agency, arbitration tribunal, or other forum of any kind of character in the United States or any other country except as necessary to enforce the terms of this Order or the Settlement.

21. In addition to the deadlines imposed above, the Settlement Administrator and Parties shall abide by the following timeline:

<b>From Date this Order is Entered</b>	
Defendant provides list of Class Members to the Settlement Administrator	+14 days
Defendant pays cost of Notice Program and Claims Administration from the Settlement Fund	+14 days
Notice Commencement Date	+30 days
Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+76 days
Objection & Exclusion Date	+90 days
Claims Deadline	+120
Settlement Administrator Provide List of Objections/Opt-Outs to the Parties’ counsel	+97 days

22. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Plaintiffs and Defendant, if appropriate, without further notice to the Class.

**IT IS ORDERED:**

Date: April 25, 2024

/s/

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**THE HONORABLE JULIE R. RUBIN**  
United States District Judge