

IN THE SUPERIOR COURT OF CHEROKEE COUNTY
STATE OF GEORGIA

BELLE DE SANTIAGO and ELENA
GIRENKO, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

STATEN ISLAND UNIVERSITY
HOSPITAL,

Defendant.

Case No. 25CVE0998

~~PROPOSED~~ PRELIMINARY APPROVAL ORDER

THIS MATTER HAVING come before this Court for an Order preliminarily certifying the Settlement Class and preliminarily approving a Settlement between Plaintiffs Belle De Santiago and Elena Girenko, on behalf of themselves and all others similarly situated, and on behalf of the proposed Settlement Class, and Defendant Staten Island University Hospital, and this Court having reviewed the Settlement Agreement (“Agreement”) and attachments thereto, executed by the Parties and submitted to the Court with Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;

IT IS HEREBY ORDERED as follows:

1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to the Court with the Motion.
2. The Court has subject matter jurisdiction pursuant to O.C.G.A. § 15-6-8 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District.
3. For purposes of the Settlement, and conditioned upon the Settlement receiving Final Approval following the Final Approval Hearing, this Court hereby conditionally certifies the

Settlement Class defined as follows and subject to the stated exclusions below:

All living individuals in the United States whose Private Information was compromised in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

4. The Court finds that, for purposes of settlement: (a) the number of members of the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (d) Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. For purposes of settlement only, the Court finds and determines that Plaintiffs Belle De Santiago and Elena Girenko will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the action and appoints them as the Settlement Class Representatives.

6. For purposes of settlement only, the Court appoints as Class Counsel: MaryBeth V. Gibson of Gibson Consumer Law Group, LLC, Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PPLC, and Jeff Ostrow of Kopelowitz Ostrow P.A.

7. Simpluris, Inc., is appointed as Settlement Administrator. The Settlement Administrator shall abide by the terms and conditions of the Agreement that pertain to the Settlement Administrator.

8. The Settlement, on the terms and conditions stated in the Agreement, is preliminarily approved by this Court as being fair, reasonable, and adequate, free of collusion or indicia of unfairness, and within the range of possible final approval.

9. The Final Approval Hearing will be held on 31st of March, 2026 at 9:00 **a.m./p.m.** before the Honorable M. Anthony Baker in Courtroom 2C of the Frank C. Mills III Justice Center, Cherokee County Superior Court, located at 90 North Street, Suite 260, Canton, GA 30114, to consider: (a) the fairness, reasonableness and adequacy of the proposed Settlement; (b) any objections made by Settlement Class Members to the proposed Settlement; (c) whether the Settlement should be finally approved by this Court; (d) Class Counsel's Application for Attorneys' Fees, Costs, and Service Award; and (e) such other matters as this Court may deem proper and necessary.

10. Class Counsel are to file and serve the Motion for Final Approval, including the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the original date set for the Final Approval Hearing. The Application for Attorneys' Fees, Costs, and Service Award will be heard concurrently with the request for Final Approval.

11. The proposed forms of Notice to the Settlement Class are attached to the Agreement as Exhibits 1, 2, and 3, and are hereby approved for the purpose of notifying the members of the Settlement Class of the proposed Settlement, the Final Approval Hearing date, and the rights of the members of the Settlement Class to opt-out of or object to the Settlement, and it shall be sent to the members of the Settlement Class substantially in the forms approved. The Parties may by mutual written consent make non-substantive changes to the Notice without Court approval. Defendant shall be solely responsible for payment of the Settlement Administration Costs.

12. The Notice Program shall be substantially completed no later than 45 days before

the original date set for the Final Approval Hearing. The Long Form Notice shall be posted on the Settlement Website created by the Settlement Administrator and be available on request made to the Settlement Administrator.

13. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration confirming the Notice Program was completed in accordance with the terms of the Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

14. The Email Notice, Postcard Notice, and Long Form Notice, as set forth in Exhibits 1, 2, and 3 to the Agreement, and approved by this Preliminary Approval Order, is the best notice practicable, and is reasonably calculated, under the circumstances, to apprise the members of the Settlement Class of the pendency of the Action and their right to participate in, object to, or exclude themselves from the Settlement. This Court further finds that the Email Notice, Postcard Notice, and Long Form Notice are due and sufficient notice of the Final Approval Hearing date, the Settlement, the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award, and other matters set forth in the Agreement, and that the Email Notice, Postcard Notice, and Long Form Notice fully satisfy O.C.G.A. § 9-11-23 and due process of law, to all persons entitled thereto.

15. Any member of the Settlement Class who intends to object to the fairness, reasonableness, and adequacy of the Settlement, including Class Counsel's Application for

Attorneys' Fees, Costs, and Service Awards, must object in writing and file it with the Court, and send the objection by mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. For an objection to be considered by the Court, the objection must also set forth:
 - a. The name of this case, which is *De Santiago et al. v. Staten Island University Hospital*, Case No. 25CVE0998 (Superior Court of Cherokee County, GA);
 - b. the objector's full name, mailing address, telephone number, and email address (if any);
 - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and

Service Award;

- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- g. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

17. Any member of the Settlement Class who does not provide a timely and written objection shall have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

18. Members of the Settlement Class may elect to opt-out of the Settlement Class at any time during the Opt-Out Period. In the event a member of the Settlement Class wishes to opt-out of the Settlement Class and not to be bound by the Agreement, that person must mail a written request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-

Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

19. Any member of the Settlement Class who submits a timely opt-out request may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Agreement.

20. All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

21. In the event that (a) this Court does not finally approve the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order as provided in all material respects and substantial form set forth in the Agreement; or (c) the Settlement does not become final for any other reason consistent with the terms of the Agreement, the Agreement shall be null and void and any order or judgment entered by this Court in furtherance of the Settlement shall be vacated *nunc pro tunc*. In such a case, the Parties shall proceed in all respects as if the Agreement had not been executed and the Parties shall in no way be prejudiced in proceeding with or defending this litigation, the conditional class certification effected herein will be null and void, and Defendant shall have the right to object to certification of the Settlement Class or any other class at any future time.

22. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation

thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

23. The Parties are directed to carry out their obligations under the Agreement.

24. Summary of Deadlines: The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include but are not limited to the following:

Summary of Applicable Dates

Deadline to commence Notice Program	30 days after entry of the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initially scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Award	45 days before the initially scheduled Final Approval Hearing
Opt-Out Period Ends	30 days before the initially scheduled Final Approval Hearing
Objection Period Ends	30 days before the initially scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initially scheduled Final Approval Hearing
Final Approval Hearing	<u>3/31</u> , 2026 at <u>9:00</u> a.m./p.m.

IT IS SO ORDERED.

Dated: 12/18/2025

M. Anthony Baker

Hon. M. Anthony Baker