



D135842217

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ENTERED  
AUG 30 2022

**RALPH ENGLE,**  
*individually and on behalf of all others*  
*similarly situated,*

**Plaintiff,**

v.

**TALBERT HOUSE,**

**Defendant.**

Case No.: A2103650

**JUDGE JENNIFER BRANCH**

**ORDER GRANTING PRELIMINARY APPROVAL**

WHEREAS, the Court has been advised that the Parties to this Litigation 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 Settlement Class is hereby preliminarily certified, for settlement purposes only, as, “All persons whose PII was potentially compromised as a result of the Cyber-Attack that Talbert House discovered on or about June 11, 2021.”

2. The following Settlement Subclass is hereby preliminary certified, for settlement purposes only, as, “All persons whose Social Security numbers or driver’s licenses were potentially compromised, and all persons whose financial information (credit and/or bank accounts) was potentially compromised as a result of the Cyber-Attack that Talbert House discovered on or about June 11, 2021.”

3. Excluded from the Settlement Class and Subclass are (1) any entity in which Talbert House has a controlling interest and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Talbert House. Excluded also from the Class are members of the judiciary to whom this case is assigned, their families and members of their staff.

4. 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).

5. Plaintiff Randy Engle is preliminarily appointed representative of the Settlement Class and Subclass (“Class Representative”), and the following attorneys for Plaintiff are preliminarily appointed as counsel for the Settlement Class and Subclass (“Class Counsel”):

Terence R. Coates  
Dylan J. Gould  
MARKOVITS, STOCK & DEMARCO, LLC  
119 E. Court Street, Suite 530  
Cincinnati, OH 45202  
Tel: 513.651-3700.5442  
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Gary M. Klinger  
MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Telephone: (866) 252-0878  
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gklinger@milberg.com

Joseph M. Lyon  
THE LYON FIRM, LLC  
2754 Erie Ave.  
Cincinnati, OH 45208  
Tel: 513.381.2333  
jlyon@thelyonfirm.com

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

7. The Notices attached as Exhibits to the Settlement Agreement (the "Notices" referred to throughout this order) to be mailed, emailed, or published to each member of the Settlement Class and Subclass 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 Subclass, and satisfy all due process and Ohio Rule of Civil Procedure 23 requirements.

8. Kroll Settlement Administration, LLC is approved as the Settlement Administrator for this Litigation.

9. The Settlement Administrator shall cause notices to issue as provided for in the Settlement Agreement. The Settlement Administrator shall also establish the Settlement Website ([www.thdatasettlement.com](http://www.thdatasettlement.com)) and post the Settlement Agreement and the Notices on the Settlement Website and permit claims to be filed electronically on the website. The cost of Notice and related settlement administration shall be paid exclusively by Defendant as provided for in the Settlement Agreement.

10. A hearing (the "Final Approval Hearing") shall be held on February 8, 2022, at 12:30 p.m. as set forth in the Notices, to determine whether the proposed settlement is fair,

reasonable, and adequate, and should be finally approved. The Final Approval 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 Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that will adjudicate the rights of all members of the Settlement Class and Subclass.

11. Any member of the Settlement Class and Subclass who does not elect to be excluded from the Settlement Class and Subclass and who objects to approval of the proposed Settlement may appear and be heard at the Final Approval 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.

12. 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 November 21, 2022, 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 and also submit the objection to the Settlement Administrator. No person shall be entitled to be heard, and no objection shall be considered, unless these requirements are satisfied.

13. Any member of the Settlement Class who does not make 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 otherwise.

14. Any Settlement Class Member who desires to be excluded from the Settlement Class must serve on both the Settlement Administrator and the Hamilton County Clerk of Court,

at the addresses 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 provided in the Settlement Agreement and notices.

15. All persons who properly submit requests for exclusion from the Settlement Class shall not be Settlement Class Members and shall have no rights with respect to the settlement and no interest in any proceeds of the settlement. 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.

16. All discovery, other than that provided in the Settlement Agreement and other pretrial proceedings in this Litigation, are stayed and suspended until further order of this Court, except such things 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.

17. 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 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.

18. Class Counsel's application for an award of attorneys' fees, expenses, and service awards shall be filed with the Court not less than fourteen business days before the Objection/Exclusions Deadline.

19. The following Settlement Timeline shall control this Settlement:

<b>Grant of Preliminary Approval</b>	August 22, 2022
Talbert House provides list of Settlement Class Members to the Settlement Administrator	August 29, 2022
Long Form and Short Form Notices Posted on the Settlement Website	September 5, 2022
Notice Date	September 21, 2022
Reminder Notice	November 21, 2022
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	November 4, 2022
Objection Deadline	November 21, 2022
Exclusion Deadline	November 21, 2022
Claims Deadline	December 21, 2022
Settlement Administrator Provide List of Objections/Exclusions to the Court and Settlement Administrator	December 1, 2022
Initially Approved Claims List	January 24, 2023
Initially Rejected Claims List	January 24, 2023
Parties' Challenge to Any Claims	February 28, 2023
<b>Final Approval Hearing</b>	February 8, 2023 at 12:30pm
Motion for Final Approval	January 25, 2023
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	January 25, 2023
<b>Final Approval</b>	
Settlement Administrator provides W-9 to Talbert House	+15 days after Final Approval Order
Effective Date	+35 days after Final Approval Order
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+7 days after Effective Date
Settlement Website Deactivation	+90 days after Effective Date

IT IS SO ORDERED:

  
JUDGE JENNIFER L. BRANCH