

ENTERED  
FEB 13 2023

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

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

**Plaintiff,**

v.

**TALBERT HOUSE,**

**Defendant.**

Case No.: A2103650

**JUDGE JENNIFER L. BRANCH**

**ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**



D137409419

Before this Court is Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, Plaintiff's Unopposed Motion for Attorneys' Fees and Class Representative Service Award ("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 August 30th, 2022, and memorialized in the Settlement Agreement; (c) dismissal with prejudice of Plaintiff's and Settlement Class Members' claims against Defendant; (d) approval of Class Counsel's attorney fees and reimbursement of expenses; and (e) approval of a Service Award for Class Representative, Ralph Engle. In connection with the Motion for Final Approval, the Court considered the pleadings, all exhibits, and affidavits thereto, and the arguments of counsel.

The Final Approval Hearing was duly held before this Court on February 8, 2023, 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 Plaintiff's request for a Service Award to the Class Representative, Ralph Engle. 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 August 30<sup>th</sup>, 2022 Preliminary Approval Order, the Court preliminarily certified for settlement purposes a Settlement Class defined as follows:

All persons whose Personally Identifiable Information (PII) was potentially compromised as a result of the Cyber-Attack that Talbert House discovered on or about June 11, 2021.

The proposed Settlement Subclass is defined as:

All persons whose Social Security numbers or driver's licenses were potentially compromised, and all persons whose financial information (credit card and/or bank account information) was potentially compromised as a result of the Cyber-Attack that Talbert House discovered on or about June 11, 2021.

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) Plaintiff's claims are typical of the claims of the Settlement Class; (4) Class Representative Plaintiff Ralph Engle and Class Counsel, Terence R. Coates, Dylan J. Gould, Joseph M. Lyon, & Gary Klinger have fairly and adequately protected the interests of the Settlement Class; (5) the common issues predominate; and (6) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Plaintiff 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 Plaintiff 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. First, Defendant will provide credit monitoring services to all Settlement Class Members. This class wide benefit has a retail value of over \$49,840,000.00. Each member of the Class, regardless of the extent of other damages incurred, had the option to enroll in the credit monitoring. Second, Defendant will reimburse substantiated loss of time spent mitigating the effects of the data breach at \$20.00 per hour up to 5 hours (with a \$100.00 per claimant cap). Third, Defendant will reimburse documented out-of-pocket expenses and financial losses up to \$4,000.00 per claimant (including the amount up to \$100 claimed for lost time). And, fourth, Defendant committed to certain cybersecurity enhancements costing approximately \$216,000 as part of the Settlement that provides injunctive relief to all Class Members by ensuring the further protection of their personal information into the future.

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 Administration, LLC 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. The Court finds that Class Counsel Terence R. Coates, Dylan J. Gould, Joseph M. Lyon, and Gary Klinger have fairly and adequately represented the interests of the Settlement Class and satisfied the requirements of Ohio R. Civ. P. 23.

9. Class Counsel has requested attorneys' fees in the amount of \$380,000.00 inclusive of Class Counsel's case expenses. This fee request 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 breach cases and the fee mediation was overseen by Mr. Ben Picker, a mediator with vast experience handling data breach class action mediations. Class Counsel has also submitted a summary of \$6,898,21 in expenses reasonably incurred in this matter which the Court has reviewed. Class Counsel's request for attorneys' fees and expenses in the amount of \$380,000.00 is reasonable under the circumstances and hereby approved.

10. Plaintiff further requests a Service Award in the amount of \$5,000.00 for Mr. Engle. Class Representative Ralph Engle 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. The requested Service Award is reasonable.

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 the Settlement and the absolute right to opt-out of the Settlement. The fact that there were no objections to the Settlement and only 2 requests to opt out of the Settlement supports a finding that the Settlement, including the administration of the Settlement, was reasonable. The 2 opt-outs attached as an exhibit to the Kroll Declaration are accepted by the Court, and those 2 individuals, Mr. John M. Dosky and Mr. Jorge Rafael Maymir, as Executor of the Estate of Juana Maria Raquel Maymir, Deceased (Probate Division Case No. 2021005499), are not Settlement Class Members covered by this Settlement.

12. 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.

13. All provisions of the Settlement Agreement are hereby incorporated into this Order as if fully rewritten herein. 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.

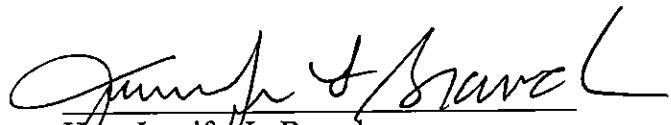
14. Without in any way affecting the finality of this Final Order, this Court shall retain continuing jurisdiction over this Litigation for purposes of implementing, administering, interpreting, and enforcing the Settlement Agreement as well as any other matters related or ancillary to any of the foregoing.

15. Plaintiff shall file a final report 30 days after all claims are finalized reporting the number of claims made, the number of claims approved, the value of the claims paid.

16. There is no just reason for delay, and this is a final, appealable order as of when it is stamped as received for filing.

IT IS SO ORDERED.

2/13/23  
Date

  
Hon. Jennifer L. Branch  
Hamilton County Court of Common Pleas, Judge