IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

THOMAS GRANT, TINA BEERBOWER, AMANEE CLARK, AIRIKA KOTASKA, CLAIRE MOSELEY, JACK MOSELEY, ANNE WISER, TIMOTHY MALONE, ROGER BRADLEY, JULIE PAULSEN, KRISTINA BENNETT, and MICHAEL MARCUS, individually, and on behalf of all others similarly situated, Plaintiffs, v. UNIVERSITY OF IOWA COMMUNITY MEDICAL SERVICES, LLC d/b/a UI COMMUNITY HOMECARE, Defendant.	Case No. CVCV086807 **PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement and Release between Thomas Grant, Tina Beerbower, Amanee Clark, Airika Kotaska, Claire Moseley, Jack Moseley, Anne Wiser, Timothy Malone, Roger Bradley, Julie Paulsen, Kristina Bennett, and Michael Marcus (collectively, "Plaintiffs") and Defendant University of Iowa Community Medical Services, LLC d/b/a UI Community Homecare ("UICH" or "Defendant") (together with Plaintiffs, the "Parties"), with accompanying exhibits, attached as **Exhibit A** to the Motion (the "Settlement Agreement").[1]

Having fully considered the issue, the Court hereby **GRANTS** the Motion, which is unresisted, and **ORDERS** as follows:

[1] Capitalized terms herein have the same meanings as defined in the Settlement Agreement and exhibits thereto, unless otherwise specified.

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

> **All U.S. residents whose Private Information may have been compromised as the result of the Security Incident sustained by UICH on or about July 3, 2025 and who were sent a Notice of Security Incident by UICH.**

The Settlement Class specifically excludes: (i) UICH, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge. The Settlement Class Consists of approximately 211,000 individuals.

Pursuant to Iowa Rules of Civil Procedure Rule 1.271, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rules 1.261 through 1.263.

Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class

Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and settlement are superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs will likely satisfy the requirements of Rule 1.263(2) and should be appointed as the Class Representatives. Additionally, the Court finds that Bart Cohen of Bailey Glasser LLP, Daniel Srourian of Srourian Law Firm, P.C., and M. Anderson Berry of Emery Reddy, PC satisfy the requirements of Rule 1.263(2) and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, whether the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 1.271 and relevant case law.

4. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be

resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. The Court has subject matter jurisdiction over this action and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to Iowa Code § 616.5.

5. **Final Approval Hearing.** A Final Approval Hearing **will be scheduled on application of Plaintiff**, at which time the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Rule 1.262; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 1.271; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members who have not timely and validly excluded themselves from the Settlement should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Angeion, Inc. ("Angeion") as the Settlement Administrator, with responsibility for Class Notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice program set forth in the Settlement Agreement and the Notices attached to the Settlement Agreement as **Exhibit 2** are hereby approved. Non-material modifications to this Exhibit may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Iowa Rule of Civil Procedure 1.271(3); and (e) meet the requirements of the Due Process Clause(s) of the United States and Iowa Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the case name *THOMAS GRANT v. UI COMMUNITY HOMECARE*, Case No. 06521 CVCV086807; (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person(s) seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline, which means forty-five (45) days after the Notice Date.

However, when a request for exclusion is missing information, the Settlement Administrator shall contact the person seeking exclusion and give them an opportunity to provide the missing information, which must be provided within twenty-eight (28) days of the Claims Deadline.

Any person who timely elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order. No person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's Counsel with any requests for exclusion.

10. **Objections and Appearances.** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the objector's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writing that the objector desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must

include the following: (a) a written statement of any legal support for such objection; (b) copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection; (c) a list of all persons who will be called to testify in support of the objection, if any; and (d) a detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Class Member or his or her counsel or other person who may profit from the pursuit of the objection has not objected to any other class action Settlement in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any person in the Settlement Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or in any other action or proceeding. In order to be considered timely, objections must be actually filed with the Court by the deadline stated in the Notice.

11. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its

substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order, including the releases contained therein.

12. **Termination of Settlement.** The Class Representatives, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant's Counsel within ten (10) days of any of the following events: (i) the Court's refusal to enter the Preliminary Approval Order approving this Agreement in any material respect; (ii) the Court's refusal to enter the Final Approval Order in this Action in any material respect; (iii) the Court's refusal to enter a final judgment in this Action in any material respect; (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

The Party who elects to terminate this Agreement shall be exclusively responsible for payment of the Settlement Administrator's costs/fees incurred up to the point of termination. UICH shall have the right to terminate this Agreement by providing written notice of the election to do

so to Class Counsel within five (5) days of notification that 2% or more of persons in the Settlement Class have submitted a timely request for exclusion from the Settlement. Upon such an election by UICH, the termination of the Settlement will be treated as though Final Approval was not obtained.

If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

13. **Use of Order.** In the event the Final Order and Judgment is not entered or there is no Effective Date, this Preliminary Approval Order shall be of no force or effect and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or in any contested proceeding relating to class certification. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the

Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

ACTION	DEADLINE
Class List Distribution	10 days after the entry of the Preliminary Approval Order
Notice Date	30 days after the entry of the Preliminary Approval Order
File Motion for Attorneys' Fees, Costs, and Service Awards	21 days before the Final Approval Hearing
Objection Date	45 days after Notice Date
Opt-Out Date	45 days after Notice Date
Claims Deadline	90 days after Notice Date
Motion for Final Approval	14 days after the Notice Date
Final Approval Hearing	**Will be set on application of Plaintiff, and the application shall include proposals of when a hearing might be appropriate so that the Court is aware of what dates Plaintiff believes will work for the hearing.**

CLERK TO NOTIFY.

State of Iowa Courts

Case Number	**Case Title**
CVCV086807	THOMAS GRANT V. UI COMMUNITY HOMECARE
Type:	Other Order

So Ordered

David M. Cox, District Court Judge,
Sixth Judicial District of Iowa

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