

STATE OF LOUISIANA

NO. 2023-0090

DIV. “D”

ANNETTE SALINAS, ELANDO TELLIS, FELICIA ANDERSON, LISA GUILLORY, JOSEPH MARTIN (on behalf of M.M., a minor), CHANTEL MANUEL, HARRIET MANUEL, JUDY MORENO, ARTHUR MORENO, JNAE PERRY, KANDACE STEGALL, LACI BUTLER, COURTNI GOODWIN, CHRISTOPHER SOILEAU, GEORGE NAVARRO, SUSAN COMEAUX, AND MELISSA DOGA, individually and on behalf of all others similarly situated,

VERSUS

SOUTHWEST LOUISIANA HOSPITAL ASSOCIATION, D/B/A LAKE CHARLES MEMORIAL HEALTH SYSTEM

FILED: _____

DEPUTY CLERK

**ORDER GRANTING PLAINTIFFS’ MOTION AND INCORPORATED
SUPPORTING MEMORANDUM FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Annette Salinas, Elando Tellis, Felicia Anderson, Lisa Guillory, Joseph Martin (on behalf of M.M., a minor), Chantel Manuel, Harriet Manuel, Judy Moreno, Arthur Moreno, Jnae Perry, Kandace Stegall, Laci Butler, Courtni Goodwin, Christopher Soileau, George Navarro, Susan Comeaux, and Melissa Doga (collectively, “Plaintiffs”) submitted to the Court their Motion and Incorporated Supporting Memorandum for Final Approval of Class Action Settlement;

WHEREAS, on May 22, 2025, the Court entered its Amended Order on Preliminary Approval, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP, Brian Gudmundson of Zimmerman Reed LLP, and Benjamin F. Johns of Shub Johns & Holbrook LLC as Class Counsel; (5) appointed Simpluris as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim process and Claim Form; and (8) scheduled the Final Approval Hearing for November 3, 2025 at 9:00 a.m.;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court’s Amended Order on Preliminary Approval by direct First-Class Mail, made available on the dedicated Settlement Website and upon request to the Settlement Administrator;

WHEREAS, on November 3, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's request for attorneys' fees and costs and a service award for Plaintiffs;

WHEREAS, this Court has considered the basis of its jurisdiction and finds jurisdiction over this matter;

WHEREAS, based on the foregoing, and having considered the pending motions, supporting declarations and exhibits, the arguments presented at the Final Approval Hearing, and all other papers and proceedings in the Action, and being fully advised;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Order incorporates the definitions in the Settlement Agreement, and all capitalized terms used in this Order have the same meanings as those set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Notice provided to the Settlement Class pursuant to the Court's Amended Order on Preliminary Approval was the best notice practicable under the circumstances. The Notice and Notice Program, which included direct mailing via First-Class U.S. Mail and publication on the Settlement Website, complied with Louisiana Rules of Civil Procedure and the requirements of due process. The Notice program fairly and adequately informed Settlement Class Members of their rights and options under the Settlement. The Claim Form was straightforward and easily understandable, and the Claims process was fair, reasonable, and designed to facilitate access to relief.

3. The terms of the Settlement are fair, adequate, and reasonable when considering the following factors: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of Plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of the Class Counsel, Class representatives, and absent Class Members.

4. Based on the information presented to the Court, the Claims process has proceeded in accordance with the terms of the Settlement Agreement and the Amended Order on Preliminary Approval. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Benefits as provided under the Settlement. Settlement Class Members who did not

submit a Claim or whose Claims were deemed invalid remain bound by the terms of the Settlement and the Releases set forth therein.

5. The distribution plan for Settlement Benefits, as proposed in the Settlement Agreement, is fair, reasonable, and adequate.

6. The Class Representatives have fairly and adequately represented and will continue to represent the interests of the Settlement Class Members.

7. Having determined that the Settlement is fair, reasonable and adequate, the Court grants Final Approval of the Settlement and directs implementation of all its terms and provisions.

8. All Parties to this Action, including all Settlement Class Members (except those who have opted out), are bound by the Settlement Agreement and this Final Approval Order.

9. The Court affirms the appointment of Plaintiffs Annette Salinas, Elando Tellis, Felicia Anderson, Lisa Guillory, Joseph Martin (on behalf of M.M., a minor), Chantel Manuel, Harriet Manuel, Judy Moreno, Arthur Moreno, Jnae Perry, Kandace Stegall, Laci Butler, Courtnei Goodwin, Christopher Soileau, George Navarro, Susan Comeaux, and Melissa Doga as the Class Representatives.

10. The appointment of Brandon Wise of Peiffer Wolf Carr Kane Conway & Wise, LLP, Brian Gudmundson of Zimmerman Reed LLP, and Benjamin F. Johns of Shub Johns & Holbrook LLC as Class Counsel is affirmed.

11. The Court reaffirms its appointment of Simpluris as the Settlement Administrator.

12. The Court affirms its prior findings that, for purposes of settlement only, the Settlement Class satisfies the requirements to be certified as a class action. Specifically: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the Class Representatives are typical of the claims of the Settlement Class; (4) the Class Representatives have fairly and adequately protected the interests of the Settlement Class, and has retained experienced and competent Class Counsel; (5) the common questions of law and fact predominate over any questions affecting individual Settlement Class Members; and (6) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

13. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement and no valid opt-outs, demonstrating an

overwhelmingly positive response from the Settlement Class. The Court further credits the informed judgment and recommendations of competent and experienced Class Counsel.

14. Therefore, the Court finally certifies the following Settlement Class for settlement purposes only: All individuals who reside in the United States who were notified by LCMH in December 2022 that their personal health information (“PHI”) and/or personally identifiable information (“PII”) may have been impacted by the Data Incident.

15. Excluded from the Settlement Class are LCMH’s any entity in which LCMH has a controlling interest, is a parent or subsidiary, or which is controlled by LCMH; and the affiliates, legal representatives, attorneys, heirs, predecessors, successors, and assigns of LCMH. Also excluded are the judges and court personnel in this case and any members of their immediate family.

16. Judgment shall be entered dismissing the Action with prejudice and on the merits.

17. As of the Effective Date, and in exchange for the relief provided in the Settlement Agreement, all Releasing Parties shall be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys’ fees, losses, and remedies—whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable—based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to: (a) the Data Incident; or (b) any of the alleged violations of laws or regulations asserted in the Complaint, the Action, or any related proceedings.

18. In the event that funds remain from uncashed checks in the Settlement Fund following the expiration of the 90-day check negotiation period, the remaining Net Settlement Fund shall be distributed to the Court-approved *cy pres* recipient – Acadiana Legal Service Corporation (“ALSC”).

19. Class Counsel is awarded \$666,666.66 in attorney’s fees, representing 33.33% of the \$2,000,000.00 non-reversionary Settlement Fund, and \$40,286.70 for costs. These payments shall be made out of the Settlement Fund in accordance with the Settlement Agreement.

20. The Court evaluated Class Counsel’s attorneys’ fee request using the percentage of the fund method and concludes that amount is fair and within the range of reason. Further, the

Court approves the Service Awards in the amount of \$1,500 to each Class Representative. The Service Award shall be payable out of the Settlement Fund in accordance with the Agreement.

21. Settlement Claims Administrator, Simpluris, shall receive payment for its services from the Settlement Fund in accordance with the Agreement.

22. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

23. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

24. All Settlement Class Members shall be bound by this Order.

25. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other person subject to the provisions of this Final Approval Order.

26. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

27. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith

THIS DONE AND SIGNED in Lake Charles, Louisiana this 03 day of November 2025.



Honorable Hope Buford