

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

A.M AND A.M., INDIVIDUALLY AND)
ON BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)
)
Plaintiffs,)
)
v.)
)
REPRODUCTIVE BIOLOGY)
ASSOCIATES, LLC, and MYEGGBANK)
NORTH AMERICA LLC)
)
Defendants.)

Case No: 21-C-06178-S3

**FINAL APPROVAL OF CLASS SETTLEMENT, APPROVAL OF CLASS COUNSEL'S
FEE AND COST, AND FOR APPROVAL OF CLASS REPRESENTATIVE SERVICE
AWARD**

Before the Court is Plaintiffs' motion requesting that the Court enter an Order granting final approval of the class action Settlement involving Plaintiffs A.M. and A.M. ("Plaintiffs" or "Settlement Class Representatives") and Defendant Reproductive Biology Associates, LLC and MYEGGBANK North America, LLC ("Defendants"), as fair, reasonable, and adequate. Also before the Court is Class Counsel's Request for Attorney's Fees and Expenses and Request for Approval of Class Representative Service Award.

Having reviewed and considered the Settlement Agreement and the Motion for Final Approval of the Settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order and Judgment.

IT IS HEREBY ORDERED ON THIS 23rd day of May, 2024, that:

1. The Settlement involves allegations in Plaintiff's Class Action Complaint that Defendants failed to safeguard and protect the personally identifiable information and/or protected

health information of its patients and that this alleged failure caused injuries to Plaintiffs and the Class.

2. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On January 16, 2024, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a class in this matter, including defining the class, appointed Plaintiff as the Settlement Class Representative, and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

All individuals with Georgia addresses on file with Defendants whose personal identifying information or protected health information may have been accessed in the Data Incident announced by Defendants in June 2021.

Excluded from the Settlement Class are all Persons who timely and validly request exclusion from the Settlement Class in accordance with the opt-out procedures set forth in the Settlement Agreement.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties GRANTS Final Approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair,

reasonable, and adequate and meets the requirements of Georgia law.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for: Payment of \$1,000,000 by Defendants to be split *pro rata* among the class members who submit a valid claim, after the application of attorneys fees, expenses, class representative awards, and settlement administration.

8. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. Class Counsel's request for attorney's fees of \$333,333 is approved as fair, reasonable, and adequate. Counsel is awarded this fee.

10. Class Counsel's request for Class Representative Service Awards of \$7,500 each to Plaintiffs A.M. and A.M. is approved as fair, reasonable, and adequate. The Class Representatives are so awarded.

11. Class Counsel's request for reimbursement of case expenses in the amount of \$91,271.78 actually spent, is approved.

12. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees and expenses and the proposed Incentive Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

13. The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Georgia law.

14. As of the final date of the Opt-Out Period, no potential Settlement Class Members

have submitted a valid Opt-Out Request to be excluded from the Settlement. Therefore, all members of the class are bound by the Final Approval of the Settlement Agreement.

15. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

13. Pursuant to the Settlement Agreement, Defendant, the Claims Administrator shall implement the Settlement in the manner and time frame as set forth therein.

14. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

Any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory or equitable, that have been or could have been asserted in the Action by or on behalf of Named Plaintiffs, any and all of the members of the Settlement Class, and their respective present or past spouses, agents, representatives, assigns, heirs, executors, administrators, beneficiaries, and trustees, and any other representatives of any of these persons, whether individual, class, direct, representative, legal, equitable or any other type or in any other capacity whether based on federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against any or all of the Released Parties, which the Named Plaintiffs or any member of the Settlement Class ever had, now has, or hereinafter may have, by reason of, resulting from, arising out of, relating to, or in connection with, the allegations, facts, events, transactions, acts, occurrences, statements, representations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved, set forth or otherwise related to the alleged claims or events in the Action or the Data Incident.

Released Claims shall not include the right of Named Plaintiffs, Settlement Class Members or any Released Party to enforce the terms of the Settlement Agreement and claims not resulting from, arising out of, relating to, or in connection with, the allegations, facts, events, transactions, acts, occurrences, statements, representations, omissions, or any other matter, thing or cause whatsoever, or any

series thereof, embraced, involved, set forth or otherwise related to the alleged claims or events in the Action or the Data Incident.

16. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

SO ORDERED this 23rd day of May, 2024.



Hon. Erica K. Dove
State Court of Gwinnett County