

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION**

RORY LAWLESS, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

**DISTRICT OF COLUMBIA HEALTH
BENEFIT EXCHANGE AUTHORITY,
d/b/a DC HEALTH LINK,**

Defendant.

Case No. 2023-CAB-1569

Judge Tanya M. Jones Bosier

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiff Rory Lawless, individually and on behalf of all others similarly situated (“Plaintiff”) and Defendant District of Columbia Health Benefit Exchange Authority d/b/a DC Health Link (“DCHBX” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

WHEREAS, by Order dated November 13, 2024 (“Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed settlement be

provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding Final Approval of the Settlement;

WHEREAS, due and adequate Notice has been given to the Settlement Class;

WHEREAS, fifty-nine Class Members submitted Requests for Exclusion;

WHEREAS, four Class Members objected to the Settlement;

WHEREAS, the Court conducted a hearing on June 26, 2025 (the “Final Approval Hearing”) to consider, among other things, (a) the Objection(s) to the Settlement; (b) whether the terms and conditions of the Settlement were fair, reasonable and adequate to the Settlement Class, and should therefore be approved; (c) whether Class Counsel’s motion for Fee Award and Expenses should be granted; (d) whether the Class Representative’s motion for Service Award should be granted; and (e) whether a judgment should be entered dismissing the Action with prejudice as against Defendant; and

WHEREFORE, the Court having reviewed and considered the Settlement Agreement, all papers filed and proceedings had in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction**: This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents**: This Judgment incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on November 11, 2024; and (b) the Notice documents filed with the Court on November 11, 2024.

3. **Class Certification for Settlement Purposes:** The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to Rule 23 of the District of Columbia Rules of Civil Procedure on behalf of the Settlement Class consisting of, “All persons residing in the United States who were sent notice by District of Columbia Health Benefit Exchange Authority (DCHBX) that their Private Information was potentially accessible during the Data Incident and/or known to be compromised by the Data Incident discovered on or about March of 2023.” The Settlement Class specifically excludes: (1) the Judge presiding over this Action, and members of their direct families; (2) Defendants, and its current or former officers and directors; and (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

4. **Adequacy of Representation:** Pursuant to Rule 23 of the District of Columbia Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Rory Lawless, Jenni Suhr, Pretial Caston, Austin Dressman, John Eborall, Keven Hammond, Taylor Heath, Shirley Huang, Kathleen McAteer, Angelo Merenda, Matthew Oginsky, and Catherine Sanders as Class Representatives for the Settlement Class and appointing Class Counsel to serve as counsel for the Settlement Class. The Class Representatives and Class Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of District of Columbia Rule of Civil Procedure 23.

5. **Notice:** On February 21, 2025, the Court ordered Class Counsel to re-issue Notice based on objections received regarding insufficient timing and/or confusion regarding the opt-out process. The Court extended time for current and potential class members to communicate

with Class Representatives and/or Class Counsels. The Court now finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 of the District of Columbia of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

6. **Objection:** The Court received three written objections filed by Aaron Wallisch, Guy C. Dale, and Jeremy Penn. The Court allowed Class Members who attended the June 26, 2025, hearing to give their oral objections, including Sashoi Ruddock, Patricia Hatton, Hajar Jnahi, and Megan Cansfield. The Class Members raised objections concerning the lack of or failure to provide adequate notice to the Class Members, limited damages to Class Members, and the failure of the Settlement Agreement to specify steps and security measures DC Health Link has and will take to prevent future data breached from the DC Health computer system.

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Rule 23 of the District of Columbia Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the amount of the Settlement Fund; the Releases provided for in the Settlement Agreement; and the dismissal with prejudice of the claims asserted against Defendant in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

8. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to Defendant, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

9. **Binding Effect:** The terms of the Settlement Agreement and this Judgment shall be forever binding on Defendant, Plaintiff, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submitted a Claim Form or seeks or obtains a distribution or benefits from the Net Settlement Fund), as well as their respective successors and assigns.

10. **Releases:** The releases set forth in the Settlement Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that, upon the Effective Date, and in consideration of the Settlement benefits described in the Settlement Agreement, each Settlement Class Member shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Persons from any and all Released Claims.

11. Notwithstanding Paragraph 10 above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

12. **No Admissions**: This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability, claim or wrongdoing in this Action or in any other proceeding.

13. **Retention of Jurisdiction**: Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) Class Counsel's motion for a Fee Award and Expenses; (d) the Class Representatives' motion for Service Award; and (e) the Settlement Class Members for all matters relating to the Action.

14. Upon consideration of Class Counsel's Motion for a Fee Award and Expenses, Class Counsel is hereby awarded attorneys' fees in the amount of \$483,285.00 and costs in the amount of \$12,486.50, to be paid as specified in the Settlement Agreement.

15. Upon consideration of Plaintiff's Motion for Service Award, and consistent with Paragraph 97 of the Settlement Agreement, the Class Representatives are hereby each awarded Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), to be paid as specified in the Settlement Agreement.

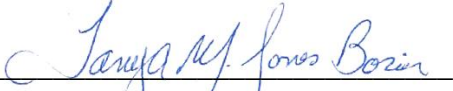
16. **Modification of the Agreement of Settlement**: Without further approval from the Court, Plaintiff and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do

not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiff and Defendant may agree to reasonable extensions of time to carry out any provisions of the Settlement.

17. **Termination of Settlement:** If the Settlement is terminated as provided in the Settlement Agreement or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Settlement Agreement, and this Judgment shall be without prejudice to the rights of Plaintiff, the other Settlement Class Members and Defendant, and the Parties shall revert to their respective positions in the Action as of the date prior to execution of the Settlement Agreement, as provided in the Settlement Agreement.

18. **Entry of Judgment:** There is no just reason for delay of entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final Judgment in the Action.

IT IS SO ORDERED this 30th day of June, 2025.



Tanya M. Jones Bosier
Associate Judge
Superior Court of the District of Columbia