

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3245497

Book Page CIVIL

No. Pages: 8

Instrument: NOTICE OF ENTRY

Control #: 202211040879

Index #: E2022006634

Date: 11/04/2022

Time: 2:54:58 PM

Return To:  
JESSICA LYNNE LUKASIEWICZ

Baires-Rodriguez, Kyrsten

St. Francis College

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING – THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT  
STATE OF NEW YORK MONROE COUNTY

KYRSTEN BAIRE-RODRIGUEZ, *on behalf of herself*  
*and all others similarly situated,*

*Plaintiffs,*

v.

ST. FRANCIS COLLEGE,

*Defendant.*

NOTICE OF ENTRY

Index No.  
E2022006634

Please take notice that on November 4, 2022, an Order granted by the Honorable William K. Taylor, J.S.C., a copy of which is annexed hereto, was entered with the Monroe County Clerk's Office.

Dated: November 4, 2022

THOMAS & SOLOMON LLP

By: /s/ Jessica L. Lukasiewicz  
Jessica L. Lukasiewicz, Esq.  
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MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3245386

Book Page CIVIL

No. Pages: 6

Instrument: ORDER

Control #: 202211040761

Index #: E2022006634

Date: 11/04/2022

Time: 2:22:01 PM

Return To:  
Joseph D. Waldorf  
99 Exchange Blvd  
Rochester, NY 14614

Baires-Rodriguez, Kyrsten

St. Francis College

Total Fees Paid: \$0.00

Employee: CW

State of New York

MONROE COUNTY CLERK'S OFFICE  
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JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT  
STATE OF NEW YORK MONROE COUNTY  
KYRSTEN BAIRE-RODRIGUEZ, *on behalf of herself*  
*and all others similarly situated,*

*Plaintiffs,*

v.

ST. FRANCIS COLLEGE,

*Defendant.*

**ORDER  
GRANTING PRELIMINARY  
APPROVAL OF  
CLASS ACTION  
SETTLEMENT AND  
APPROVING NOTICE  
PROGRAM**

**Index No. E2022006634**

WHEREAS, a putative class action is pending before the Court entitled *Kyrsten Baires-Rodriguez v. St. Francis College*, Index No. E2022006634;

WHEREAS, Plaintiff, by her attorneys, Thomas & Solomon LLP, having moved this Court for an Order granting Preliminary Approval of Settlement and to set a hearing for final approval of the settlement, and St. Francis College (“St. Francis” or “Defendant”), through its attorneys, Wilson Elser LLP, is not opposing the motion;

WHEREAS, the Parties’ Class Action Settlement Agreement and Release (“the Settlement Agreement”) together with the exhibits attached thereto, sets forth the terms and conditions of the proposed settlement and dismissal of the Action as to Defendant for the claims of Plaintiff and the Settlement Class upon the terms and conditions in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties and the motion of Plaintiffs seeking preliminary approval of the Settlement Agreement, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Capitalized terms not otherwise defined in this Order shall have the definitions assigned to them in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of the Action, the Plaintiffs, the Class Members, and Defendant, and venue is proper.

*Settlement Class Certification*

3. Pursuant to Article 9 of the CPLR, the Court preliminary certifies, for settlement purposes only, a Class consisting of the following:

All persons who were notified by St. Francis as a result of the Data Security Incident perpetrated against St. Francis on or about November/December 2018.

4. The Court hereby appoints Kyrsten Baires-Rodriguez as Settlement Class Representative.
5. The Court hereby appoints Thomas & Solomon LLP as Class Counsel, finding that class counsel is well-qualified and experienced.
6. Plaintiffs have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against Defendant. The Court, having read and considered the Settlement Agreement and having received the Parties' arguments in support of the Settlement Agreement, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing.
7. The Court preliminarily finds the requirements for class certification under Article 9 of the CPLR are satisfied for the reasons set forth in the Plaintiff's Motion for Preliminary Approval. The Settlement Class, for purposes of settlement, satisfies the five statutory requirements of CPLR § 901, numerosity, predominance, typicality, adequate and superiority. Further, the Court preliminarily holds that, for purposes of settlement, CPLR § 902 is similarly satisfied.
8. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable and adequate and in the best interests of the Settlement Class as to their claims against Defendant.

### *Notice and Administration*

9. American Legal Claim Services LLC is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement and this order.
10. The Court finds that the notice plain and all forms of Notice to the Class as set forth in the Settlement Agreement and the exhibits (the "Notice Program") is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the Settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Article 9 of the CPLR and constitutes best notice practicable under the circumstances.
11. The Court thus hereby approves the Notice Program, including the proposed Notice documents attached as Exhibits 2 to 4 to the Settlement Agreement. The Court also approves the plan for settlement administration, including the Claim Form attached as Exhibit 1 to the Settlement Agreement. The Parties may, by agreement, revise the Notice and Claim Form documents in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.
12. Two (2) days after the Preliminary Approval hearing date, St. Francis prepared and provided to the Settlement Administrator a list of names, last known addresses, and last known electronic mail addresses of the Class Members. Settlement Agreement § III, ¶ 39(a).
13. Within twenty-one (21) days following entry of this Court's Order preliminarily approving the Settlement, the Settlement Administrator shall send Settlement Electronic Notice to the Class Members by email (with read receipt requested), where valid email addresses are available. Where valid email addresses are not available or for whom the Settlement Administrator did not receive a read receipt, the Settlement Administrator shall send Settlement Postcard Notice by U.S. Mail. *Id.* at § III, ¶ 39(b).
14. For any Class Member with a valid email address, but who has not indicated read receipt within seven (7) days of being emailed, the Settlement Administrator shall send Settlement Postcard Notice. *Id.*
15. Within ninety (90) days after the Settlement Administrator emails the Settlement Electronic Notice or mails the Settlement Postcard notice, any Class Member who wishes to submit a Claim Form must do so consistent with the Settlement Agreement. *Id.* at § I, ¶ 5; § III, ¶¶ 39(b); 41.
16. Within sixty (60) days after the Settlement Administrator emails the Settlement Electronic Notice or mails the Settlement Postcard notice, any Class Member

- who wishes to submit an Opt-Out Statement, and/or submit objections, must do so consistent with the Settlement Agreement. *Id.* at § I, ¶¶ 16; 17; § III, ¶¶ 44; 46.
17. All Notices shall be sent by the Settlement Administrator to all Class Members using the email addresses and addresses provided by St. Francis or any alternate addresses as found by the Administrator through the National Change of Address database.
  18. Any opt-out request must comply with the exclusion procedures set forth in the Settlement Agreement. Any member of the Settlement Class who timely requests exclusion consistent with these procedures may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement. Class Members who fail to submit a valid and timely request for exclusion shall be bound to all terms of the Settlement Agreement and any Final Judgment.
  19. Any member of the Settlement Class who has not timely filed an opt-out request may file a timely objection to the granting of the final approval of the Settlement. Any objection must comply with the procedures set forth in the Settlement Agreement.

#### *Final Approval Hearing*

20. Not later than eight (8) calendar days before the Final Approval Hearing, Plaintiff shall file a motion for final approval of the Settlement Agreement.
21. This Court shall hold a Final Approval Hearing to determine the fairness of this Settlement, as set forth in the Settlement Agreement at least one-hundred and one (101) days from the Preliminary Approval Order, on **February 16, 2023** at **9:30** am. The date and time of the Final Approval Hearing shall be set forth in the Notice of Settlement, but the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the Class Members other than that which may be posted by the Court. Further, at the discretion of the Court, the Final Approval Hearing may also be conducted remotely via Zoom, Microsoft Teams or Skype.

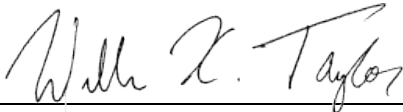
#### *Miscellaneous Provisions*

22. All Notices detailed in the Settlement Agreement constitute the best notice practicable under the circumstances, and such notices constitute valid, due and sufficient notice to the Class Members, complying fully with the requirements of due process and applicable state and federal law, including CPLR § 904.
23. Settlement Class Members shall be bound by all determinations and judgments concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

- 24. All case deadlines are stayed and suspended until further notice from the Court except for such actions as are necessary to implement the Settlement Agreement and this Order.
- 25. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent either with this Order or the terms of the Settlement Agreement.
- 26. If the Settlement does not receive final approval, the Parties will be returned to their respective positions *nunc pro tunc* as those positions existed immediately prior to the execution of the Settlement Agreement. This Order will become null and void, and shall not be considered in evidence.

IT IS SO ORDERED.

Dated: November 4, 2022

  
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 Honorable William K. Taylor, J.S.C.