



AlaFile E-Notice

01-CV-2023-904352.00

Judge: JAVAN PATTON CRAYTON

To: MANN JONATHAN STEPHEN
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NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

SAMUEL LEE ET AL V. BAPTIST HEALTH CENTERS, LLC, D/B/A CARDIOVASCULAR
01-CV-2023-904352.00

A court action was entered in the above case on 1/5/2026 10:22:58 AM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JJP
Notice Date: 1/5/2026 10:22:58 AM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
 BIRMINGHAM DIVISION**

LEE SAMUEL,)	
YATES CHRISTOPHER,)	
DUNN MARK,)	
JONES MICAH ET AL,)	
Plaintiffs,)	
)	
V.)	Case No.: CV-2023-904352.00
)	
BAPTIST HEALTH CENTERS, LLC,)	
D/B/A CARDIOVASCULAR,)	
Defendant.)	

WHEREAS, the above-styled Action was filed on December 1, 2023 against Defendant Baptist Health Centers, LLC, d/b/a Cardiovascular Associates (“CVA” or “Defendant”), and Plaintiffs Samuel Lee, Christopher Yates, Micah Jones, Melvin Elliott, Susan Carew, and Jimmy Tolleson (“Plaintiffs”), individually and on behalf of all others similarly situated, reached an agreement with Defendant settling their related claims (“Settlement”), as set forth in more detail in the Settlement Agreement and Release (“Settlement Agreement”);

WHEREAS, Plaintiffs, individually and on behalf of all others similarly situated, and the proposed Settlement Class (defined below), and Defendant (collectively, the “Settling Parties”), have entered into a Settlement Agreement resolving the Action, subject to Court approval;

WHEREAS, the Action was settled as a result of arm’s-length negotiations overseen by a neutral third-party mediator; investigation, informal discovery, and formal discovery sufficient to permit counsel and the Court to act knowingly; and counsel are well experienced in similar class action litigation; and

WHEREAS, Plaintiffs, as the proposed Class Representatives, have moved the Court for entry of an Order Granting Preliminary Approval of Class Action Settlement and Conditionally

Certifying Settlement Class (“Preliminary Approval Order”) approving the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and approving the form and method of Notice upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits thereto.

WHEREAS, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Preliminary Approval Order, are hereby stayed.

WHEREAS, the Court having considered the Settlement Agreement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, **HEREBY ORDERS** as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement is **GRANTED**. The terms defined in the Settlement Agreement shall have the same meanings in this Preliminary Approval Order.

2. Having made the findings set forth below, the Court conditionally certifies the following Settlement Class for settlement purposes only:

All persons residing in the United States whose Personal Information was accessed by an unauthorized third party as a result of the Data Security Incident discovered by CVA on or about December 5, 2022.

3. Excluded from the Settlement Class are the Court, the officers and directors of Defendant, persons who have been separately represented by an attorney and entered into a separate settlement agreement in connection with the Data Security Incident, and persons who timely and validly request exclusion from the Settlement.

4. For Settlement purposes only, with respect to the Settlement Class, the Court

preliminary finds the prerequisites for a class action pursuant to Alabama Rule of Civil Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Named Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

5. The Court hereby appoints Plaintiffs Samuel Lee, Christopher Yates, Micah Jones, Melvin Elliott, Susan Carew, and Jimmy Tolleson as Class Representatives for the Settlement Class.

6. The Court hereby appoints Pittman, Dutton, Hellums, Bradley & Mann P.C., Cory Watson, P.C., and Migliaccio & Rathod LLP as Class Counsel.

II. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

7. The terms of the Settlement, including its proposed Release, are preliminarily approved as within the range of fair, reasonable, and adequate; are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice Program; and are subject to further and final consideration at the Final Approval Hearing provided for below. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risks and benefits of continuing litigation to the Settling Parties and the Settlement Class.

8. As provided for in the Settlement Agreement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any party's position on the issue of class certification or any other issue in the case.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

9. The Court appoints EisnerAmper as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

10. The Court has considered the Notice provisions of the Settlement, the Notice Program set forth in the Settlement Agreement, and the Long Form Notice and Short Form Notice, attached as Exhibits B and C to the Settlement Agreement, respectively, and as further defined in the Settlement Agreement. The Court finds that the direct mailing of the Postcard Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Long Form Notice and Short Form Notice in the forms attached as Exhibits B and C, respectively, to the Settlement Agreement. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement Agreement.

11. The Court approves as to form and content the Claim Form attached as Exhibit A to the Settlement Agreement.

12. Settlement Class Members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form under which they are entitled to seek relief. The Claims Deadline is 90 days after the Notice Date. All Settlement Class Members who fail to submit a Claim in accordance with the requirements and procedures of the Settlement Agreement and respective 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 of the Settlement and the releases contained therein.

IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

13. Each person wishing to opt out of the Settlement Class must submit a Request for Exclusion to the Settlement Administrator. The written notice must include the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication, or some other clear manifestation of the intent to opt out of the Settlement. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

14. Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

15. Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement, including its releases, and all orders entered by the Court in connection therewith.

V. OBJECTIONS

16. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the name of the proceeding; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorney representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. To be timely, written notice of an objection in appropriate form must be mailed to the Settlement Administrator at the address set forth in the Notice, and postmarked no later than the Objection Deadline, 60 days after the Notice Date.

18. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, including its releases, the Final Approval Order and Judgment approving the Settlement, and Class Counsel's motion for a Fee Award and Costs and Class Representative Service Awards.

VI. THE FINAL APPROVAL HEARING

19. The Court will hold a Final Approval Hearing on May 11, 2026, at 1:00 PM, in the Courtroom of the Honorable Javan Patton Crayton, Circuit Court of Jefferson County, Alabama, Birmingham Division, Tenth Judicial Circuit, 716 Richard Arrington Jr. Blvd. N., Room 650,

Birmingham, Alabama 35203, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys' fees, costs, and expenses as provided for under the Settlement Agreement; (d) the application for Named Plaintiffs' Service Awards as provided for under the Settlement Agreement; (e) whether the release of Released Claims as set forth in the Settlement Agreement should be provided; (f) whether the Court should enter the [Proposed] Final Approval Order and Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

20. No later than 14 days prior to the Final Approval Hearing, the Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and their Motion for Attorneys' Fees, Reimbursement of Litigation Expenses and Class Representative Service Awards.

21. The related time periods for events preceding the Final Approval Hearing are as follows:

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	January 5, 2026
CVA provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Notice Date	30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections (via declaration supporting Plaintiffs' Motion for Final Approval)	14 days before Final Approval Hearing Date
<u>Final Approval Hearing</u>	120 days after Preliminary Approval Order (at minimum)

22. Any action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending Final Approval of the Settlement.

IT IS SO ORDERED.

DONE this 5th day of January, 2026.

/s/ JAVAN PATTON CRAYTON
CIRCUIT JUDGE