



## AlaFile E-Notice

01-CV-2023-904352.00

Judge: JAVAN PATTON CRAYTON

To: PHARES HUNTER MICHAEL  
hphares@corywatson.com

---

# NOTICE OF ELECTRONIC FILING

---

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

The following matter was FILED on 5/15/2026 8:16:01 AM

Notice Date: 5/15/2026 8:16:01 AM

JACQUELINE ANDERSON SMITH  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
716 RICHARD ARRINGTON, JR BLVD  
BIRMINGHAM, AL, 35203

205-325-5355  
jackie.smith@alacourt.gov



**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.	)	

**ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

This matter coming before the Court on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”). The Court, having considered the Motion, the supporting memorandum of law, the parties’ Settlement Agreement (the “Agreement”), the pleadings and other papers filed in this Action, and the statements of counsel and the parties, has determined that the proposed Settlement satisfies the criteria for final approval and the proposed Settlement Class is certified for settlement purposes only. Accordingly, good cause appearing in the record, Plaintiffs’ Motion is **GRANTED** as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the Agreement.
2. The Court has conducted a final evaluation of the Settlement set forth in the Agreement. Based on this evaluation, the Court finds that the Agreement meets all applicable requirements of Alabama Rule of Civil Procedure 23 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the Class Representatives fairly and adequately protect the interests of the Settlement Class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the Settlement is fair, reasonable, and adequate; (ii) the Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement is in the best interests of the Settlement Class Members. Therefore, the Court grants final approval of the Settlement.

**Provisional Certification of the Settlement Class**

4. Pursuant to Alabama Rule of Civil Procedure 23, and for settlement purposes only, the Court certifies the following Settlement Class:

**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.**

Excluded from the Settlement Class are the Court, the officers and directors of Defendants, 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 Class.

5. The Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Alabama Rule of Civil Procedure 23, are satisfied in that:

- A. the Settlement Class is so numerous that joinder of all members is impracticable;
- B. there are questions of law or fact common to the Settlement Class;
- C. Plaintiffs and Class Counsel fairly and adequately represent the Settlement Class;
- D. the claims of Plaintiffs are typical of those of Settlement Class Members;
- E. common issues predominate over any individual issues affecting the members of the Settlement Class;
- F. Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- G. settlement on a class action basis is superior to other means of resolving

this matter.

6. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Samuel Lee, Christopher Yates, Micah Jones, Melvin Elliott, Susan Carew, and Jimmy Tolleson as Class Representatives for the Settlement Class.

7. For settlement purposes only, the Court hereby approves the appointment EisnerAmper as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Agreement or this Order.

8. For settlement purposes only, the Court hereby approves the appointment of Cory Watson, P.C., Pittman, Dutton, Hellums, Bradley & Mann, P.C., and Migliacco & Rathod LLP as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Settlement Class Counsel.

9. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of a mediator; (b) meets all applicable requirements of law, including Alabama Rule of Civil Procedure 23; and (d) is not a finding or admission of liability by Defendant.

#### **Notice**

10. Notice of the Final Approval Hearing, the proposed attorneys' fees, costs, and expenses, and the proposed Service Award payment to Class Representatives have been provided to Settlement Class Members as directed by this Court. An affidavit or declaration of the Settlement Administrator's compliance with the notice program has been filed with the Court.

11. The Court finds that such Notice constituted 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 Alabama Rule of Civil Procedure 23.

#### **Exclusions and Objections**

12. No person objected to the Settlement and only one person submitted a timely and proper request for exclusion from the Settlement Class.

13. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing,

prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against the Released Parties.

14. Any member of the Settlement Class who failed to file and serve a timely written objection in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

**Award of Attorneys' Fees, Costs, and Expenses and Plaintiffs' Service Awards**

15. The Court has considered Plaintiffs' Motion and Memorandum for Approval of Attorneys' Fees, Expenses, and Service Awards.

16. The Court awards Class Counsel one third of the Settlement Fund, \$1,616,667.00, as an award of attorneys' fees and \$11,242.08 in costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid by the Defendant, separate and apart from any benefits provided to Settlement Class Members and the costs of notice and Settlement Administration. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

17. The Court awards \$3,500 to each Class Representative, for a total of \$21,000, in recognition of their efforts on behalf of the Settlement Class.

18. The Court orders payment of Settlement Administration costs and expenses to EisnerAmper for performance of its settlement notice and claims administration services.

19. Defendant shall pay the attorneys' fees, costs, and expenses to the Settlement Administrator within thirty (30) days of the Effective Date.

**Final Approval**

20. The Court held a Final Approval Hearing on May 11, 2026, at 1:00 P.M., 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.

21. 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.

22. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

23. On the Effective Date as provided for under the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member (collectively and individually, the “Releasing Parties”), and (ii) Settlement Class Counsel will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

24. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

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

26. In accordance with Alabama Rule of Civil Procedure 23, this Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

**IT IS SO ORDERED.**

**DONE this 15<sup>th</sup> day of May, 2026.**

**/s/ JAVAN PATTON CRAYTON**  
**CIRCUIT JUDGE**