



## AlaFile E-Notice

01-CV-2025-901488.00

Judge: BRENETTE BROWN GREEN

To: MANN JONATHAN STEPHEN  
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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

DAVID LEE ET AL V. ALABAMA OPHTHALMOLOGY ASSOCIATES, PC  
01-CV-2025-901488.00

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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
BIRMINGHAM DIVISION**

|                                   |   |                             |
|-----------------------------------|---|-----------------------------|
| LEE DAVID,                        | ) |                             |
| MASON PAUL,                       | ) |                             |
| MACK JUNE,                        | ) |                             |
| ELLIS WILLIE ET AL,               | ) |                             |
| Plaintiffs,                       | ) |                             |
|                                   | ) |                             |
| V.                                | ) | Case No.: CV-2025-901488.00 |
|                                   | ) |                             |
| ALABAMA OPHTHALMOLOGY ASSOCIATES, | ) |                             |
| PC,                               | ) |                             |
| Defendant.                        | ) |                             |

**PRELIMINARY APPROVAL ORDER**

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement and Release between Plaintiffs David Lee, Paul Mason, June Mack, Willie Ellis, Benjamin Melton, Thomas Warren, Willitha Thomas (on behalf of W.M., a minor) and Maisie Bishop (on behalf of B.B., a minor) (collectively, “Plaintiffs”) and Alabama Ophthalmology Associates, P.C. (“Alabama Ophthalmology” or “Defendant”) (together with Plaintiffs, the “Parties”), with accompanying exhibits, attached as **Exhibit A** to the Motion (the “Settlement Agreement”).[\[1\]](#)

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

**All individuals who reside in the United States who were notified by Alabama Ophthalmology that their information may have been impacted by the January 2025 Data Incident.**

The Class consists of approximately 153,575 persons whose data potentially was

accessible in the Data Incident.

Specifically excluded from the Settlement Class are Alabama Ophthalmology; any entity in which Alabama Ophthalmology has a controlling interest, is a parent or subsidiary, or which is controlled by Alabama Ophthalmology; and the affiliates, legal representatives, attorneys, heirs, predecessors, successors, and assigns of Alabama Ophthalmology; as well as the judges and court personnel in this case and any members of their immediate families.

Pursuant to Alabama Rule of Civil Procedure 23, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Alabama Rule of Civil Procedure 23. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representatives and Settlement Class Counsel**. The Court finds that Plaintiffs satisfy the requirements of Alabama Rule of Civil Procedure 23 and should be appointed as the Class Representatives. Additionally, the Court finds that Jonathan S.

Mann of Pittman, Dutton, Hellums, Bradley, & Mann P.C., Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, Jeff Ostrow of Kopelowitz Ostrow, P.A., and Mariya Weekes of Milberg Coleman Bryson Grossman, PLLC satisfy the requirements of Alabama Rule of Civil Procedure 23 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms'-length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Alabama Rule of Civil Procedure 23 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction over this action and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to Ala. Code § 6-3-2 and § 6-3-7(a) and (b).

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on **June 25, 2026 at 2:00 pm** in Courtroom 610 at the Circuit Court of Jefferson County, 716 Richard Arrington Jr. Blvd. N, Room 610, Birmingham, AL 35203 where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Rule 23, Ala. R. Civ. P; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 23, Ala. R. Civ. P; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members who have not timely and validly excluded themselves from the

Settlement should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for Class Notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice program set forth in the Settlement Agreement and the Claim Form and Notices attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 23, Ala. R. Civ. P.; and (e) meet the requirements of the Due Process Clause(s) of the United States and Alabama Constitutions. The

Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the Notice Date, and as stated in the Notice. Any Settlement Class Member who submits a valid notice to be excluded from the Settlement Class waives any rights under Paragraph 10 and may not assert objections.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If Defendant voids the Settlement Agreement according to its terms, Defendant will be obligated to pay all settlement expenses already incurred by the Settlement Administrator through the date of termination—excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representative—and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action.

If a Final Order and Judgment is entered, all persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound

by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash or other benefits available under the Settlement Agreement and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Settlement Administrator, Class Counsel, and counsel for Defendant at the addresses indicated in the Long Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name and address *In re Alabama Ophthalmology Associates, P.C. Data Breach Litigation*, Case No. 01-cv-2025-901488.00 (Circuit Court of Jefferson Cty., Ala.); (iii) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement

Agreement and by all proceedings, orders, and judgments in the Action. The provisions stated in Paragraph 5.1 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Alabama Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the 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 in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if not all conditions specified in Paragraph 9.1 of the Settlement Agreement are satisfied. In such event, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled

litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as *vacated nunc pro tunc*.

13. **Use of Order.** In the event the Final Order and Judgment is not entered or there is no Effective Date, this Preliminary Approval Order shall be of no force or effect and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates

for the specified actions/further proceedings:

SETTLEMENT TIMELINE

Notice Date

- 45 days after entry of the Preliminary Approval Order  
File Motion for Attorneys' Fees, Expenses, and Service Awards

- 14 days prior to the Objection/Opt-Out Deadline

Objection Deadline

- 60 days after the Notice Date

Opt-Out Deadline

- 60 days after the Notice Date

Claims Deadline

- 90 days after the Notice Date

Motion for Final Approval

- 14 days prior to the Final Approval Hearing

Final Approval Hearing

- 120 days after entry of the Preliminary Approval Order set for **June 25, 2026 at 2:00 pm**  
in **Courtroom 610** of the Jefferson County Courthouse.

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**DONE this 19<sup>th</sup> day of February, 2026.**

**/s/ BRENDETTE BROWN GREEN**  
**CIRCUIT JUDGE**