



West Virginia E-Filing Notice

CC-20-2025-C-272

Judge: Richard D. Lindsay

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NOTICE OF FILING

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

J. T. v. Charleston Area Medical Center, Inc.

CC-20-2025-C-272

The following order - case was FILED on 2/12/2026 1:32:53 PM

Notice Date: 2/12/2026 1:32:53 PM

Cathy S. Gatson
CLERK OF THE CIRCUIT COURT
Kanawha County
P.O. Box 2351
CHARLESTON, WV 25301

(304) 357-0440

In the Circuit Court of Kanawha County, West Virginia

**Gregory Eads,
Brandi Ashby,
Franklin Perry,
J. T.,
Christopher Adkins ET AL,**
Plaintiffs,

v.

Case No. CC-20-2025-C-272
Judge Richard D. Lindsay

**Charleston Area Medical Center, Inc.,
Charleston Area Medical Center, Inc.,
Charleston Area Medical Center, Inc.,
Charleston Area Medical Center, Inc.,
Charleston Area Medical Center, Inc.
ET AL,**
Defendants

Preliminary Approval Hearing

Before the Court is Plaintiffs' unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in the Settlement Agreement between Plaintiffs and Defendant Charleston Area Medical Center ("CAMC," and, together with Plaintiffs, the "Parties"), attached as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion (the "Settlement Agreement").[1]

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

1. The Court has jurisdiction over the subject matter of this Action, the Plaintiffs, the Settlement Class Members, and the Defendant.

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

"[A]ll natural persons who are residents of the United States whose personal information was potentially compromised in the Data Incident and were sent notice by CAMC that their personal information may have been

compromised in the Data Incident.

Excluded from the Settlement Class are (i) the Court and all members of the Court's staff, and (ii) persons who timely and validly opt-out by the Opt-Out Deadline.

The Court conditionally certifies the Settlement Class for settlement purposes only (and for no other purpose and with no other effect upon this or any other action, including no effect upon this action should the Settlement not ultimately be approved). In doing so, the Court preliminarily 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 that predominate over any questions affecting only individual members; (c) the claims of the Representative Plaintiffs are typical, (d) the Representative Plaintiffs will fairly and adequately protect the interests of the Settlement Class; (e) and a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

3. **Representative Plaintiffs and Settlement Class Counsel.** The Court preliminarily finds that Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, Gregory Eads, M.H., Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, Harry Holcomb and Michael Hiersoux satisfy the requirements of West Virginia Rule 23 and should be appointed as the Representative Plaintiffs solely for settlement purposes. Additionally, the Court preliminarily finds that Troy N. Giatras and Matthew Stonestreet of The Giatras Law Firm, Amber L. Schubert of Schubert Jonckheer & Kolbe LLP, and Scott Edward Cole of Cole & Van Note should be appointed as Settlement Class Counsel.

4. **Preliminary Settlement Approval.** Upon a preliminary basis, 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 its 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 equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by West Virginia Rule 23 and relevant case law.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on **June 23, 2026 at 9:00 a.m.** at the Kanawha County Judicial Building, 111 Court St., Charleston, WV 25301 or via telephone or videoconference if so preferred by the Court, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) the above-captioned Lawsuit 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 Settlement Class Counsel for an award of Attorneys' Fees and Expenses should be approved; and (f) the application of the Representative Plaintiffs for a Service Award should be approved.

6. **Claims Administrator**. The Court approves the selection of ILYM Group, Inc. as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims 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 Long Form and Summary Notices and Claim Form attached to Plaintiffs' Memorandum of Law in Support of their Motion for Preliminary Approval as **Exhibits 2** and 3 are hereby approved. Non-material modifications to these Exhibits may be made by the Claims 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 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 West Virginia Rule 23; and (e) meet the requirements of the Due Process Clause(s) of the United States and West Virginia Constitutions. The Court further finds that the Long Form 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 Claims 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 a written request to the designated address established by the Claims Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than seventy-five (75) days from the Notice Deadline, and as stated in the Notice.

If a Final Approval Order and Judgment is entered, all 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 this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of 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 objection by the Objection Deadline in compliance with the process set forth in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and concurrently send such objections to Settlement Class Counsel and CAMC's Counsel. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the Settlement Agreement must be written and must include all of the following: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) set forth information identifying the

objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iii) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; ; (iv) a description of the number of times the objector has objected to a class action settlement within the five years preceding the date of the objection, the caption of each case in which the objector has objected, and a copy of any orders related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case; (v) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (vi) identify all counsel, if any, representing the objector; (vii) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case (vii) state whether the objector and/or his or her counsel, if any, will appear at the Final Approval Hearing and list all persons who will be called to testify at the Final Approval Hearing in support of the objections, and; (viii) contain the signature of the objector, and the objector's duly authorized attorney or other duly authorized representative, if any.

To be timely, written notice of an objection must be filed or postmarked no later than the Objection Deadline.

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, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the

Litigation, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in 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 West Virginia Rules of Appellate Procedure and not through a collateral attack.

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

The Claims 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: (a) the Court does

not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Final Order and Judgment does not become Final because a higher court reverses final approval by the Court. In such event, this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void and 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**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. This Preliminary Approval Order also shall not be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs 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 s/he 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 Approval 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 Claims 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. This Stay is necessary to protect and effectuate the Settlement Agreement, and the Settlement contemplated thereby, this Preliminary Approval Order, and the Court’s flexibility and authority to effectuate the settlement set forth in the Agreement and to enter Final Judgment, if and when appropriate, and is ordered in aid of this Court’s jurisdiction and to protect its judgments.

17. The parties agree to dismissal with prejudice of all pending state and federal litigation related to the Data Incident, and a release of all claims known and unknown that could have been brought by members of the Settlement Class related to the Data Incident.

18. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Deadline
Defendant to provide Settlement Class Member contact information to the Claims Administrator	10 days after entry of the Preliminary Approval Order
Long and Summary Notices Posted on the Settlement Website	21 days after entry of the Preliminary Approval Order
Notice Deadline	21 days after receipt of the Settlement Class list from Defendant
Deadline to submit Motion for Attorneys’ Fees and Costs and Service Award	60 days after the Notice Deadline
Objection Deadline	75 days after the Notice Deadline
Opt-Out Deadline	75 days after the Notice Deadline
Claims Filing Deadline	90 days after the Notice Deadline
Motion for Final Approval	At least 7 days before Final Approval Hearing
Final Approval Hearing	At least 100 days after Preliminary Approval Order, but no sooner than 100 days after the Notice Deadline

19. The parties are ordered to otherwise carry out the Settlement according to

the terms of the Settlement Agreement.

20. Upon entry of this Order, the Clerk of Court shall send certified copies of this Order to each counsel of record.

/s/ Richard D. Lindsay
Circuit Court Judge
8th Judicial Circuit

Prepared by:

/s/ Troy N. Giatras

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Endnotes:

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Note: The electronic signature on this order can be verified using the reference code that appears in the upper-left corner of the first page. Visit www.courtswv.gov/e-file/ for more details.