

IN THE STATE COURT OF DECATUR COUNTY
STATE OF GEORGIA

Cecilia Willis
Cecilia Willis, Clerk
Decatur County, Georgia

DEBORAH SMITH, ASHLEY
THORNTON, DEBRA HUTTO, MORGAN
WADE, DES STRAUGHN, MARTY
DUPREE, THOMAS MARCHANT, KELLY
ROGERS, CHERRYLON BROWN, SHEILA
COLLINS, JONATHAN EVANS, TONY
SHOUMON, and ELISHA CALLAN,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

THE HOSPITAL AUTHORITY OF THE
CITY OF BAINBRIDGE AND DECATUR
d/b/a MEMORIAL HOSPITAL & MANOR,

Defendant.

Case No. 25-SV-00030

**~~PROPOSED~~ ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

This matter came before the Court on *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement*. Plaintiffs Deborah Smith, Ashley Thornton, Debra Hutto, Morgan Wade, Des Straughn, Marty Dupree, Thomas Marchant, Kelly Rogers, Cherrylon Brown, Sheila Collins, Jonathan Evans, Tony Shoumon, and Elisha Callan ("Plaintiffs" or "Class Representatives"), individually and on behalf of the proposed Settlement Class, and Defendant The Hospital Authority of the City of Bainbridge and Decatur d/b/a Memorial Hospital & Manor have entered into a Settlement Agreement that settles the above-captioned Action.

On November 2, 2024, criminals gained access to Defendant's network and servers which contained certain sensitive patient information, including their personally identifiable information and protected health information ("Private Information").

Plaintiffs are the named plaintiffs in the Action against Defendant arising from the Data

Incident: *Smith v. The Hospital Authority of the City of Bainbridge and Decatur d/b/a Memorial Hospital & Manor*, No. 25-SV-00030. The Action purports to represent a Settlement Class consisting of all living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident..

Class Representatives and Defendant agreed that an early mediation of the Action was warranted. On July 2, 2025, the parties engaged Jill R. Sperber, Esq. of Judicate West ADR as a mediator to oversee settlement negotiations. Following additional arm's length negotiations, the Settlement Agreement was finalized.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and for good cause shown, it is hereby ordered that *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement Agreement* is granted as set forth herein.¹

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Georgia Code Section 9-11-23, the Court provisionally certifies a Settlement Class in this matter defined as follows "all living individuals in the United States who received notice from Memorial Hospital that their Private Information may have been compromised as a result of the Data Incident."

The Settlement Class includes approximately 105,170 individuals and specifically excludes: (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

Pursuant to O.C.G.A. 9-11-23(a), the Court provisionally finds, for settlement purposes

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

only, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (ii) there are issues of law and fact common to the Settlement Class; (iii) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; and (iv) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class.

Pursuant to O.C.G.A. 9-11-23(b), the Court finds, for settlement purposes only, that (i) the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Settlement Class and would establish incompatible standards of conduct for Defendant; and (ii) questions of law or fact common to Settlement Class Members predominate over questions affecting only individual members and a class action is superior to other methods available for a fair and efficient resolution of this controversy.

2. Class Representatives and Class Counsel.

Deborah Smith, Ashley Thornton, Debra Hutto, Morgan Wade, Des Straughn, Marty Dupree, Thomas Marchant, Kelly Rogers, Cherrylon Brown, Sheila Collins, Jonathan Evans, Tony Shoumon, and Elisha Callan are hereby provisionally designated and appointed as the Class Representatives. Pursuant to O.C.G.A. 9-11-23(a)(4), the Court provisionally finds that the Class Representatives will fairly and adequately protect the interests of the Settlement Class. The Court also provisionally finds for purpose of settlement that the Class Representatives are similarly situated to absent Settlement Class Members and are therefore typical of the Class.

The Court finds that the following counsel are experienced and adequate counsel and are hereby provisionally designated as Class Counsel: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg Coleman Bryson Phillips & Grossman PLLC, Phil Krzeski of Chestnut Cambronne P.A., and Tyler Bean of Siri & Glimstad LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and, accordingly, is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for purposes of the Settlement. Additionally, venue is proper in this Court as a substantial portion of the acts and transactions complained of occurred in Decatur County, Georgia, and Defendant conducts substantial business throughout Decatur County, Georgia.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on January ^{20th} ~~20~~, 2026, at 1:30 AM ~~PM~~, in the State Court of Decatur County, State of Georgia, 112 West Water Street, Bainbridge, Georgia 39818, *or via remote/virtual hearing at the Court's discretion*, to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to O.C.G.A. § 9-11-23; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to O.C.G.A. § 9-11-23(e); (c) the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the motion of Class Representatives for a Service Award should be

approved. Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards shall be filed contemporaneously with Plaintiffs' Motion for Final Approval with the Court at least **fifteen (15) days prior to the Opt-Out and Objection Deadlines.**

6. **Administration.** The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Claims Administrator set forth in the Settlement Agreement. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Postcard Notice, and Long Form Notice attached to the Settlement Agreement as Exhibits 1,2, and 3, satisfy the requirements of O.C.G.A. § 9-11-23(c)(2) and (e), provide the best Notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

Within **45 days from the date of the initial date set for the Final Approval Hearing**, the Settlement Administrator shall complete the Notice Program in the manner set forth in Section 4 of the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving Notice to the Settlement Class as described in this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable Notice to the Settlement Class; (b) are reasonably calculated 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; and the Court concludes that the Notice Program meets all applicable requirements of law, including O.C.G.A. 9-11-23(c)(2) and (e), and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **thirty (30) days before the initial scheduled Final Approval Hearing** (the "Opt-Out Deadline"). A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a

Valid Claim.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Approval is entered, any Settlement Class Member – including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims or transactions released in the Settlement Agreement – who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. Objections and Appearances. A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement and Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards. To do so, the objection must, as specified in the Notice, be filed with the Court by the Objection Deadline, and mailed first-class postage prepaid to Settlement Class Counsel and Defendant's Counsel at the addresses listed in the Notice, postmarked by no later than the Objection Date. For an objection to be considered by the Court, the objection must include all of the information set forth in paragraph 77 of the Settlement Agreement, which is as follows:

- (a) the objector's full name, address, telephone number, and e-mail address (if any);
- (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

- (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- (d) the identity of all counsel representing the objector the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- (e) the number of times in which the objector's counsel and/or 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 upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (h) a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

- (i) the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to comply with the provisions of Paragraph 77 of the Agreement may waive and forfeit any and all rights he or she may have to object, and shall be bound by all of the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Approval is entered.

If Final Approval is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, or the attorneys' fees and Service Awards.

11. Claims Process and Distribution and Allocation Plan. The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration and for providing credit monitoring services and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Approval 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 Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order.

12. **Termination of Settlement.** This 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 as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if Final Approval 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 the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

15. **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 website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

Notice Completion Deadline: 45 days before the initial date set for the Final Approval Hearing

Opt-Out Deadline: 30 days before the initial scheduled Final Approval Hearing

Objection Deadline: 30 days before the initial scheduled Final Approval Hearing

Application for Attorneys' Fees, Costs, and Service Awards and Motion for Final Approval: 45 days before the initial date set for the Final Approval Hearing

IT IS SO ORDERED this 21st day of October 2025.

David A. Kendrick
David A. Kendrick, Judge
State Court of Decatur County, GA