

IN THE SUPERIOR COURT OF WAYNE COUNTY
STATE OF GEORGIA

LARKIE BATES, MAE CARTER,
AMANDA DAWSON, BERT HARDY,
NAQUITA RAWLS, DANA RYALS, and
LA'ASIA TRENT, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

WAYNE MEMORIAL HOSPITAL
AUXILIARY, INC. d/b/a WAYNE
MEMORIAL HOSPITAL,

Defendant.

Case No. SUCV2025000239

Frances B. Yeargan
Frances Yeargan, Clerk
Wayne County, Georgia

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 between Plaintiffs and Defendant Wayne Memorial Hospital Auxiliary, Inc. d/b/a Wayne Memorial Hospital ("Defendant"), with accompanying exhibits attached thereto (the "Settlement Agreement"). All defined terms in this Preliminary Approval Order have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Having fully considered the Motion, the Settlement Agreement, and the record, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only, and pursuant to O.C.G.A. § 9-11-23(b)(3) and (e), the Court provisionally certifies a Settlement Class in this matter defined as follows:

all persons whose Private Information was accessible because of the Data Incident which occurred from approximately May 30, 2024 to June 3, 2024.

The Settlement Class specifically excludes: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely opts out of the Settlement.

The Court provisionally 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 questions of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of, and arise from the same operative facts as, the claims of the Settlement Class Members; (d) the Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests 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 are superior to other available methods for the fair and efficient resolution of this controversy.

2. **Class Representatives and Settlement Class Counsel.** The Court appoints Plaintiffs Larkie Bates, Mae Carter, Amanda Dawson, Bert Hardy, Naquita Rawls, Dana Ryals, and La'Asia Trent as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent members of the Settlement Class, are typical of the Settlement Class, and are adequate Class Representatives. The Court further finds that the following counsel are experienced and adequate and are hereby provisionally designated as Settlement Class Counsel under O.C.G.A. § 9-11-23(a)(4): Leanna A. Loginov of Shamis & Gentile P.A.; Laura Van Note of Cole & Van Note; Casondra Turner of Milberg, PLLC; and Daniel Srourian of Srourian Law Firm, P.C.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds that the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class, and the Settlement is accordingly preliminarily approved. In making this determination, the Court has considered the 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, arm's-length negotiations between the Parties and the absence of any evidence of collusion, the effectiveness of the proposed method for distributing relief to the Settlement Class, and the equitable treatment of the Settlement Class Members under the Settlement.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction over this Action and personal jurisdiction over the Parties for purposes of the Settlement, and that venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on January 27, 2027, at 1:30 p.m., at which the Court will 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)(3) and (e); (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 application of Settlement Class Counsel for an award of attorneys' fees, costs, and expenses (the "Fee Request") should be approved; and (f) the application for Service Awards to the Class Representatives (the "Service Award Request") should be approved. Plaintiffs' Motion for Final Approval of the Settlement, including the Application for Attorneys' Fees, Costs, and Service Awards, shall be filed with the Court no later than forty-five (45) days before the Final Approval Hearing. By no later than seven (7) days before

the Final Approval Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of final approval.

6. **Settlement Administrator.** The Court appoints CPT Group, Inc. (“CPT Group”) 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 and costs will be paid by or on behalf of Defendant pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement, and the Email Notice, Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement, satisfy the requirements of O.C.G.A. § 9-11-23(c) and (e), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these documents consistent with this Order may be made by the Settlement Administrator, in consultation and agreement with the Parties, without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement, commencing the Notice Program within twenty-five (25) days after entry of this Preliminary Approval Order.

8. **Findings Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement (including the exhibits thereto): (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including their rights to object to or exclude themselves from the Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members; and (d) meet all applicable

requirements of law, including O.C.G.A. § 9-11-23(c) and (e) and the Due Process Clauses of the Georgia and United States Constitutions. The Court further finds that the Notice is written in plain language and is designed to be readily understandable by the Settlement Class.

9. **Exclusion from Class.** Any member of the Settlement Class who wishes to be excluded from the Settlement must submit a written request for exclusion, postmarked or submitted online no later than sixty (60) days after the Notice Date, that: (a) states the individual's full name, address, and telephone number; (b) contains the individual's personal and original signature; and (c) clearly manifests the individual's intent to be excluded from the Settlement Class. If a Final Approval Order and Judgment is entered, all persons within the definition of the Settlement Class who do not timely and validly request exclusion shall be bound by the terms of the Settlement Agreement and the Final Approval Order and Judgment. All persons who submit valid and timely requests for exclusion shall not receive any benefits from, and shall not be bound by, the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement may submit a timely written objection, filed with the Court and served on Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator, no later than sixty (60) days after the Notice Date. The written objection must include the information required by the Settlement Agreement and the Notice, including the objector's full name, current address, telephone number, and email address (if any); the objector's signature; a statement of all grounds for the objection and any legal support; the identity of all counsel representing the objector; and a statement of whether the objector and/or counsel intends to appear at the Final Approval Hearing.

11. **Waiver of Objection.** Any Settlement Class Member who does not file a timely and adequate objection in accordance with the preceding paragraph waives the right to object or

to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement, and shall be bound by the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action.

12. **Claims Process.** The Court preliminarily approves the claims process set forth in the Settlement Agreement and directs the Settlement Administrator to make the Claim Form, or its substantial equivalent, available to the Settlement Class in the manner specified in the Notice. Settlement Class Members who wish to submit a Claim Form for a Cash Payment must do so in accordance with the requirements and procedures specified in the Notice and the Claim Form, and must submit their Claim Form no later than ninety (90) days after the Notice Date. Settlement Class Members who do not opt out of the Settlement will receive an enrollment code with the Notice to enroll in Credit Monitoring; no Claim Form is required to receive Credit Monitoring. If Judgment is entered, all Settlement Class Members who qualify for a Cash Payment but fail to submit a valid and timely Claim Form shall be forever barred from receiving such Cash Payment, but shall in all other respects be bound by the Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void, and shall be without prejudice to the rights of the Parties, if: (a) the Court does not enter this Preliminary Approval Order; (b) the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Effective Date does not occur. In such event, the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had not been entered into, and the terms of the Settlement Agreement shall have no further force or effect and shall not be used in the Action or in any other proceeding for any purpose.

14. **Use of Order.** This Preliminary Approval Order shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the propriety of certifying any class in the Action, nor as an admission or declaration by or against Plaintiffs or any Settlement Class Member that their claims lack merit or that the relief requested is inappropriate.

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 Settlement Website maintained by the Settlement Administrator.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, pending the Final Approval Hearing and the issuance of a final order thereon, all Releasing Parties who have not timely and validly excluded themselves from the Settlement are preliminarily enjoined from filing, commencing, prosecuting, or participating in any action or proceeding in any court, tribunal, or forum—whether individually, on a class or representative basis, or in any other capacity—against Defendant or the Released Parties concerning or relating to the Released Claims.

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

<u>Event</u>	<u>Deadline</u>
Defendant to provide Class List to Settlement Class Counsel and Settlement Administrator	No later than fifteen (15) days after entry of the Preliminary Approval Order
Settlement Administrator to commence the Notice Program (“Notice Date”)	Within twenty-five (25) days after entry of the Preliminary Approval Order
Opt-Out Deadline and Objection Deadline	Sixty (60) days after the Notice Date
Claim Form Deadline	Ninety (90) days after the Notice Date
Notice Program to be completed	No later than forty-five (45) days before the Final Approval Hearing

Motion for Final Approval, including Application for Attorneys' Fees, Costs, and Service Awards, to be filed by Settlement Class Counsel	No later than forty-five (45) days before the Final Approval Hearing
Parties to file responses to objections and replies in support of Final Approval	No later than seven (7) days before the Final Approval Hearing
Final Approval Hearing (at least 120 days after Notice Date)	January 27, 2027, at 1:30 p.m.

IT IS SO ORDERED.

August 19, 2026
Dated



Judge, Superior Court of Wayne County