AlaFile E-Notice

01-CV-2025-904388.00

Judge: TAMARA HARRIS JOHNSON

To: DOTSON MICHAEL JEREMY
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

PAMELA MARSH V. METHODIST HOME CARE, INC., D/B/A METHODIST HOMES OF AL
01-CV-2025-904388.00

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

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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

MARSH PAMELA, CROSS TASHA, GOODMAN POLLIE SUE, LESHORE NANCY ET AL, Plaintiffs,	)	
V.	)	Case No.: CV-2025-904388.00
METHODIST HOME CARE, INC., D/B/A METHODIST HOMES O, Defendant.	)	

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, WITH QUALIFICATIONS AND DIRECTIVES

This matter came before the Court on the Parties' Joint Motion to Set Preliminary Approval Hearing [Documents 62 & 65]. Representing the Plaintiffs was Jonathan S. Mann, Esquire, and representing the Defendants was M. Jeremy Dotson, Esq. The Court takes judicial notice of the court file and has read and considered the aforementioned motion, and heard and considered representations of counsel for the Parties.

The court file reflects that the above-styled Action was filed against Defendant Methodist Home for the Aging, sued as Methodist Home Care, Inc. d/b/a Methodist Homes of Alabama and Northwest Florida ("Defendant") by Plaintiffs Pamela Marsh, Tasha Cross, Pollie Sue Goodman, Nancy Leshore, Adriane Smith, and Sharon Williams ("Plaintiffs"), individually and on behalf of all others similarly situated, who reached an agreement with Defendant settling their related claims ("Settlement"), as set

forth in more detail in the Settlement Agreement and Release ("Settlement Agreement"), as noted in the following;

WHEREAS, Plaintiffs, individually and on behalf of all others similarly situated, and the proposed Settlement Class (defined below), and Defendant (collectively, the "Settling Parties"), have entered into a proposed Settlement Agreement resolving the Action, subject to Court approval; and

WHEREAS, this Action is represented as having been settled as a result of arm's-length negotiations between experienced counsel for the Settling Parties; that investigation and informal discovery has been sufficient to permit counsel to act knowingly; that counsel unilaterally and collectively acknowledged to the Court that the information represented has been discussed, understood and agreed upon among counsel and the Parties; that counsel are well experienced in similar class action litigation; and that counsel agree that the information submitted to the Court is sufficient between and among them to provide the Court with a working understanding of the pending issues and collective agreements among and between the Parties; and

WHEREAS, Plaintiffs, as the proposed Class Representatives, have moved the Court for entry of an Order Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying Settlement Class ("Preliminary Approval Order") approving the Settlement, Conditionally certifying the Settlement Class for settlement purposes only, and approving the form and method of Notice upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits thereto; and

WHEREAS, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement

Agreement and this Preliminary Approval Order, are hereby stayed.

WHEREAS, the **Court** having considered the Settlement Agreement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, **HEREBY ORDERS** as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement is **GRANTED**. The terms defined in the Settlement Agreement shall have the same meanings in this Preliminary Approval Order.

2. Having made the **Findings** set forth below, the **Court Conditionally Certifies the following Settlement Class for settlement purposes only**:

> **All persons whose Private Information was potentially accessible as a result of the Data Security Incident.**

3. Excluded from the Settlement Class are: (a) all persons who are governing board members of Defendant; (b) governmental entities; (c) the Court, the Court's immediate family, and Court staff; and (d) any individual who timely and validly opts-out of the Settlement.

4. For Settlement purposes only, with respect to the Settlement Class, the **Court** preliminarily **FINDS** the prerequisites for a class action pursuant to Alabama Rule of Civil Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class

action is the superior method to fairly and efficiently adjudicate this controversy.

5. The **Court** hereby **APPOINTS** ***Plaintiffs Pamela Marsh, Tasha Cross, Pollie Sue Goodman, Nancy Leshore, Adriane Smith, and Sharon Williams*** as *Class Representatives.*

6. The **Court** hereby **APPOINTS** ***Pittman, Dutton, Hellums, Bradley & Mann P.C., Chestnut Cambronne PA, and Cole & Van Note*** as *Class Counsel.*

II. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

7. The *terms of the Settlement*, including its *proposed Release*, are **PRELIMINARILY APPROVED** as being within the range of fair, reasonable, and adequate; are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice Program; and are subject to further and final consideration at the Final Approval Hearing provided for below. In making this determination, the Court considered the fact that the Settlement has been represented to the Court by counsel for the Parties, and the **Court** so **FINDS** that it is the product of arm's-length negotiations conducted by experienced and knowledgeable counsel, as to the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risks and benefits of continuing litigation to the Settling Parties and the Settlement Class.

8. As provided for in the Settlement Agreement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, shall be vacated and the Action shall proceed as though the Settlement Class had never been Conditionally

Certified, for settlement purposes only, *with no admission or finding of liability or merit as to any issue, and no prejudice or impact as to any party's position on the issue of class certification or any other issue in the case.*

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

9. The **Court APPOINTS CPT Group, LLC as the Settlement Administrator.** The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

10. The Court has considered the Notice provisions of the Settlement, the Notice Program set forth in the Settlement Agreement, and the Postcard Notice and Long Form Notice, attached as Exhibits 1 and 2 to the Settlement Agreement, respectively, and as further defined in the Settlement Agreement. The **Court FINDS** that the direct mailing of the Postcard Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The **Court APPROVES, as to form and content**, the Postcard Notice and Long Form Notice, attached as Exhibits 1 and 2 to the Settlement Agreement, respectively, to the Settlement Agreement. The **Court ORDERS the Settlement Administrator** to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement Agreement.

11. The **Court APPROVES, as to form and content**, the Claim Form attached as Exhibit 3 to the Settlement Agreement.

12. Settlement Class Members who qualify for and wish to submit a Claim

Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form under which they are entitled to seek relief. The Claim Form Deadline is 90 days after the Notice Date. ***All Settlement Class Members who fail to submit a Claim in accordance with the requirements and procedures of the Settlement Agreement and respective 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 of the Settlement and the releases contained therein.***

IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

13. **Each person wishing to opt out of the Settlement Class shall submit a request for exclusion to the Settlement Administrator.** The ***written notice shall include, at the top of the communication,*** the individual's full name, current address, personal signature, and the words *"Request for Exclusion*" or a comparable statement that the individual does not wish to participate in the Settlement or some other clear manifestation of the intent to opt out of the Settlement. ***To be effective, written notice shall be postmarked no later than 60 days after the Notice Date.***

14. Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

15. 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 the Settlement, including its releases, and all Orders entered by the Court in connection therewith.

V. OBJECTIONS

16. **Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the end of the Objection Period**. Such notice shall state: (a) the name of this Action (*In Re Methodist Home Care, Inc. Data Incident Litigation*, Case No. 01-CV- 2025-904388.00); (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five (5) 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; (e) 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 Awards; (f) 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 (5) 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 5 years; (g) any and all agreements that relate to the objection or the process of objecting—whether

written or oral—between objector or objector's counsel and any other person or entity; (h) the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (k) the objector's signature (an attorney's signature, alone, is not sufficient).

17. To be timely, written notice of an objection in appropriate form shall be mailed to the Settlement Administrator at the address set forth in the Notice and postmarked no later than the end of the Objection Period, to wit: 60 days after the Notice Date.

18. Unless otherwise Ordered by the Court, any Settlement Class Member who does not timely object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, including its releases, the Final Approval Order and Judgment approving the Settlement, and Class Counsel's motion for a Fee Award and Costs and Class Representative Service Awards.

VI. THE FINAL APPROVAL HEARING

19. The **Court shall hold a Final Approval Hearing on February 17, 2027, at 10:00 a.m., in the Courtroom 640, Circuit Court of Jefferson County, Alabama, Birmingham Division, Tenth Judicial Circuit, 716 Richard Arrington Jr. Blvd. N., Room 640, Birmingham, Alabama 35203**, to consider: (a) whether certification of the Settlement Class *for settlement purposes only* should be confirmed; (b) whether the

Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys' fees and costs as provided for under the Settlement Agreement; (d) the application for Named Plaintiffs' Service Awards as provided for under the Settlement Agreement; (e) whether the release of Released Claims as set forth in the Settlement Agreement shall be provided; (f) whether the Court shall enter the [Proposed] Final Approval Order and Judgment; and (g) any ruling upon such other matters as the Court may deem just and appropriate. *The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by Order of the Court.*

20. *No later than 30 days prior to the Final Approval Hearing, to wit: January 18, 2027, the Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and their Motion for Attorneys' Fees, Costs and Class Representative Service Awards.*

21. The related time periods for events preceding the Final Approval Hearing are as follows:

SETTLEMENT TIMELINE

Grant of Preliminary Approval
- October 5, 2026

Defendants provide list of Settlement Class Members to the Settlement Administrator
- 7 days after Preliminary Approval, to wit: October 12, 2026

Notice Deadline
- 30 days after Preliminary Approval, to wit: November 4, 2026

Class Counsel's Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards 14 days before Objection and Opt-Out Deadlines
- 14 days before Objection/Exclusion Deadline

Objection Deadline
- 60 days after Notice Deadline

Opt-Out (Exclusion) Deadline
- 60 days after Notice Deadline

Claims Form Deadline
- 90 days after Notice Deadline

Class Counsel's Motion for Final Approval

- 14 days before Final Approval Hearing Date

Final Approval Hearing

- At least 120 days after Preliminary Approval: **February 17, 2027**

22. **Pending the Court's Final Approval of the Settlement, all Settlement Class Members are ENJOINED** from filing, commencing, prosecuting, maintaining, intervening in, or participating in (as class members or otherwise) any other lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on or relating to the Released Claims against Defendant or any other Released Parties, and any such currently pending action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending Final Approval of the Settlement.

IT IS SO ORDERED.

DONE this 5th day of October, 2026.

/s/ TAMARA HARRIS JOHNSON
CIRCUIT JUDGE