

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

JANE DOE, JANE DOE # 2, JANE
DOE # 3, and JOHN DOE *on behalf of
themselves and all others similarly
situated,*

Plaintiffs,

v.

WELLSTAR HEALTH SYSTEM, INC.,

Defendant.

Case No. 1:24-cv-01748-JPB

PRELIMINARY APPROVAL ORDER

Before this Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion requests preliminary approval of the Parties’ Settlement, preliminary certification of the proposed Settlement Class for settlement purposes, and approval of the proposed Notice plan.¹

The Court has reviewed the Motion and supporting papers, including the Settlement Agreement and Release entered into between Plaintiffs and Defendant Wellstar Health System, Inc., which is attached as Exhibit A to Plaintiffs’

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

Memorandum in Support of Preliminary Approval. Having reviewed Plaintiffs' request for preliminary approval, the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved. Further, the Court preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate. Accordingly, for good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

1. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to [28 U.S.C. § 1391\(b\)](#).
2. **Preliminary Approval of the Settlement.** The Settlement Agreement, including the proposed Notice plan and forms of Notice to the Settlement Class, the appointment of Plaintiffs as Settlement Class Representatives, the appointment of Proposed Class Counsel as Class Counsel for the Settlement Class, the appointment of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as Settlement Administrator, the various forms of class relief provided under the terms of the Settlement Agreement, and the proposed method of distribution of Settlement Class Member Benefits, are preliminarily

approved as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

3. **Preliminary Certification of the Settlement Class.** Pursuant to Federal Rule of Civil Procedure 23(b)(3) and (e), and for settlement purposes only, the Court hereby provisionally certifies the following Settlement Class: All persons residing in the United States whose information was disclosed to a third party between February 19, 2020 and the date of this Agreement through Tracking Technologies on Wellstar's Web Properties.

Excluded from the Settlement Class are: (a) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (b) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (c) persons who timely and validly request exclusion from or opt out of the Settlement Class; (d) the legal representatives, successors, or assigns of any such excluded persons; and (e) Class Counsel.

4. **Rule 23 Findings.** The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3). For settlement purposes, and based on the information provided, the Court preliminarily finds that: the Settlement Class

is ascertainable; the Settlement Class consists of approximately 870,000 individuals, satisfying numerosity; there are common questions of law and fact, satisfying commonality; the Settlement Class Representatives' claims are typical of the claims of the other Settlement Class Members in that they allege they were injured by the same conduct and in the same or similar ways, satisfying typicality; the Settlement Class Representatives will fully, fairly, and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Class and they have retained Class Counsel who are experienced and competent to prosecute this matter; questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

5. **Appointment of Settlement Class Representatives.** The Court hereby appoints Plaintiffs Jane Doe (Suzanne Fehr), Jane Doe #2 (Susan Mares), Jane Doe #3 (Kerry Morris), and John Doe (Amimul Sadequee) as Settlement Class Representatives for the Settlement Class.
6. **Appointment of Class Counsel.** Pursuant to Federal Rule of Civil Procedure 23(g), the Court hereby appoints the following attorneys as Class Counsel for the Settlement Class: David Almeida and Brittany Wessan of Almeida Law

Group LLC, Brandon Wise and Andrew Tate of Peiffer Wolf Carr Kane Conway & Wise, LLP, and C.J. Cuneo of Milberg LLC.

7. **Attorneys' Fees and Expenses.** Class Counsel shall submit their application for payment of Attorneys' Fees and Expenses no later than fourteen (14) days before the Objection Deadline.
8. **Requests for Exclusion.** Any individual within the Settlement Class who wishes to exclude themselves from the Settlement must individually sign and timely mail written notice of such intent to the designated Post Office box established by the Settlement Administrator ("Opt-Outs"). The written notice must, subject to any amendment to these requirements by the Court:
(a) identify the case name and number of this Action; (b) state the Settlement Class Member's full name, address, and telephone number; (c) contain the Settlement Class Member's personal and original signature; (d) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class; and (e) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, written notice must be postmarked no later than one week after the Opt-Out Deadline, sixty (60) Days from the Notice Date.

Any request for exclusion seeking exclusion on behalf of more than one individual, or any mass or class opt-out, shall be deemed invalid by the

Settlement Administrator. Any individual within the Settlement Class who does not timely and validly request exclusion shall be bound by the terms of the Settlement Agreement, including all releases and covenants therein, and all subsequent proceedings, orders, and judgments in this Action.

9. **Effect of Exclusion.** Any individual who submits a timely and valid request for exclusion from the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement.
10. **Objections.** Any Settlement Class Member who does not timely and validly exclude themselves from the Settlement may object to the Settlement, Class Counsel's application for Attorneys' Fees and Expenses, and/or the application for Service Awards. To be considered by the Court, a written objection must be mailed to Class Counsel, Counsel for Wellstar, and the Settlement Administrator and timely filed electronically or in hard copy with the Clerk of the Court, or mailed to the Court's clerk's office, no later than the Objection Deadline, which is sixty (60) days after the Notice Date. Each objection must (a) include the case name and number of the Action; (b) set forth the Settlement Class Member's full name, current address, telephone

number, and email address; (c) contain the Settlement Class Member's personal and original signature; (d) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, telephone number, and email address of the attorney; (e) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class (e.g., include their Settlement Class Member ID); (f) state whether the Objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (g) set forth a statement of the legal and/or factual basis for the Objection; (h) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three years; and (i) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel. If an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (a) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing and (b) a

description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

Any Settlement Class Member who fails to object to the Settlement in the manner described above shall be deemed to have waived any objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of the Agreement by appeal or any other means.

- 11. Appointment of Settlement Administrator.** The Court hereby appoints Epiq as the Settlement Administrator, to perform the duties and responsibilities set forth in the Settlement Agreement and this [Order](#).
- 12. Approval of Notice Program.** The Court approves, as to the form and content, the Notice plan set forth in the Settlement Agreement and the Declaration of Cameron R. Azari, Esq. Regarding Notice Plan, including the proposed Long Form Notice, Postcard Notice, and Claim Form attached to the Settlement Agreement. The Court further approves the establishment of the Settlement Website, the toll-free number, and the post-office box. The Court finds that such Notice plan meets the requirements of Federal Rule of Civil Procedure 23(c), the constitutional requirement of the Due Process Clause(s) of the United States and Georgia Constitutions, and any other legal requirements, and is the best notice practicable under the circumstances, and

shall constitute due and sufficient notice to all persons and entities entitled to such notice. 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.

13. **CAFA Notice.** Wellstar shall serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), not later than ten (10) days after the filing of the Motion.
14. **Claims Process and Distribution of Cash Benefits.** The Settlement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any monetary benefit under the Settlement that requires submission of a claim but fail to submit a claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form, shall be forever barred from receiving any such monetary benefit, but will in all other respects be subject to and bound by the provisions of the Settlement, including the

releases included in the Settlement, and the Final Approval Order and Judgment.

- 15. Stay of Proceedings.** Except as necessary to effectuate this Order and the Settlement Agreement, all proceedings and deadlines in this Action are stayed and suspended pending the Final Approval Hearing and the issuance of the Final Approval Order and Judgment, or until further order of this Court.
- 16. Termination of the Settlement and Use of this Order.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of Plaintiffs and Wellstar, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever. In such event, this Order shall not be construed or used as an admission, concession, or declaration by or against Wellstar of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that

his or her claims lack merit or that any relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including any defense to class certification) or any claims he or she may have in this Action or in any other lawsuit. 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*.

17. Final Approval Hearing. A Final Approval Hearing shall be held before the Court on December 1, 2026 at 10:00 AM for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the Notice program as conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable, and adequate and should be approved by the Court;
- e. To determine whether the requested Attorneys' Fees of up to one third of the Settlement Fund, plus Expenses, and a Service Award to each Settlement Class Representative not to exceed \$2,500 should be approved by the Court;

- f. To determine whether the Settlement Class Member Benefits are fair, reasonable, and adequate; and
- g. To rule upon such other matters as the Court may deem appropriate.

18. Continuance of Final Approval 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.

19. Summary of Deadlines. The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

ACTION	DEADLINE
Defendant Provides Class Lists to Settlement Administrator	Within 14 days after entry of the Preliminary Approval Order
Notice Date (Notice Program Commences)	Within 30 days after entry of the Preliminary Approval Order
Opt-Out Deadline	60 days after the Notice Date
Objection Deadline	60 days after the Notice Date
Deadline to File Motion for Attorneys' Fees, Expenses, and Service Awards	14 days before the Objection Deadline
Claim Form Deadline	75 days after the Notice Date

ACTION	DEADLINE
Deadline for Motion for Final Approval and Response to Objections	At least 14 days before the Final Approval Hearing
Final Approval Hearing	No earlier than 90 days after CAFA Notices are served; otherwise at the Court's convenience

IT IS SO ORDERED this 28th day of July, 2026.



J. P. BOULEE
United States District Judge