



AlaFile E-Notice

11-CV-2024-900370.00

Judge: JENNIFER G WEEMS

To: MANN JONATHAN STEPHEN
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NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

SANDRA WEYERMAN V. HIGHLAND HEALTH SYSTEMS
11-CV-2024-900370.00

A court action was entered in the above case on 6/30/2026 10:00:10 AM

ORDER

[Filer:]

Disposition: GRANTED
Judge: JGW

Notice Date: 6/30/2026 10:00:10 AM

KIM MCCARSON
CIRCUIT COURT CLERK
CALHOUN COUNTY, ALABAMA
25 WEST 11TH STREET
ANNISTON, AL, 36201

256-231-1750



IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

SARA ANDREA WYERMAN PER REP	)	
FOR ESTATE OF,	)	
BLACKWELL STEFANIE,	)	
Plaintiffs,	)	
	)	
V.	)	Case No.: CV-2024-900370.00
	)	
HIGHLAND HEALTH SYSTEMS,	)	
TURNER MICKEY,	)	
STOKES ALLEN,	)	
Defendants.	)	

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
AND CONDITIONALLY CERTIFYING SETTLEMENT CLASS**

WHEREAS, Plaintiffs Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell, individually and on behalf of all others similarly situated, filed the above-styled action ("Action") against Defendants Highland Health Systems, Mickey Turner, and Allen Stokes ("Defendants"), and Plaintiffs reached an agreement with Defendants settling their related claims ("Settlement"), as set forth in more detail in the Settlement Agreement and Release ("Settlement Agreement");

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

WHEREAS, the Action was settled as a result of arm's-length negotiations overseen by a neutral third-party mediator; investigation, and informal discovery, sufficient to permit counsel and the Court to act knowingly; and counsel are well

experienced in similar class action litigation; 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.

WHEREAS, all proceedings in the 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 residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland on or about July 3, 2023.

3. Excluded from the Settlement Class are the Defendants, any entity in which Defendants have a controlling interest, and Defendant Highland’s officers,

directors, legal representatives, successors, subsidiaries, and assigns and any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

4. Strictly for Settlement purposes only, with respect to the Settlement Class, the Court preliminary 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 Sara Andrea Weyerman, as Personal Representative of the Estate of Sandra Weyerman, and Stefanie Blackwell as Class Representatives for the Settlement Class.

6. The Court hereby appoints Pittman, Dutton, Hellums, Bradley & Mann P.C., Cory Watson, P.C., Kopelowitz Ostrow P.A., and Federman & Sherwood as Class Counsel.

II. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

7. The terms of the Settlement, including its proposed Release, are preliminarily approved as 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 is the product of arm's-length negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, 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 canceled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified with no admission 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.

9. Regarding the business practices changes referenced in the Motion for Preliminary Approval, such practices are not, and shall not be construed as, injunctive relief or equitable relief awarded by the Court to Settlement Class Members. Furthermore, no Settlement Class Member (or other Person) shall have standing or any right to enforce, seek to enforce, or seek contempt or specific performance with respect to the business practices changes, and no such Person shall be deemed a third-party beneficiary of any obligation regarding the business practices changes.

10. The Court recognizes that Defendants expressly reserve and do not waive any and all statutory constitutional, and common-law rights, defenses, privileges, and immunities available under federal and Alabama law, including without limitations

the immunity provided by Ala. Code § 22-51-15, sovereign immunity, state-agent immunity, and qualified immunity. Neither any action taken by any of the Defendants in connection with this settlement, including without limitations negotiating, entering into, and performing under the Settlement Agreement, nor this Order shall be argued or deemed to constitute a waiver, forfeiture, or impairment of any such defense or immunity in any other proceeding brought by any Plaintiff, Class Representative, Representative Plaintiff, Settlement Class Member, Class Counsel, or any other person. Neither this Order, the Settlement Agreement, the Motion for Preliminary Approval, nor any document executed or filed in furtherance of the Settlement, shall be offered, cited, or used as an admission of, or evidence of, any fault, wrongdoing, or liability of any Released Party in any other proceeding.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

11. The Court appoints Simpluris as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

12. The Court has considered the Notice provisions of the Settlement, the Notice program set forth in the Settlement Agreement, and the Long Form Notice and Short Form Notice, attached as Exhibits C and D to the Settlement Agreement, and as further defined in the Settlement Agreement. The Court finds that the direct mailing of the Notice, email notice, and publication 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 Email Notice, Long Form Notice, and Short Form Notice in the forms attached as Exhibits B, C, and D 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.

13. The Court approves as to form and content the Claim Form attached as Exhibit A to the Settlement Agreement.

14. 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 Claims Period 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

15. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date, and must include the name of the litigation, individual's full name, mailing address,

telephone number, email address, personal signature, and the words “Opt-Out Request” or a clear and similar statement that the individual does not wish to participate in the Settlement.

16. 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.

17. 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

18. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Approval Hearing; (vii) a list of all settlements to which the objector

and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in appropriate form must be mailed to the Settlement Administrator at the address set forth in the Notice, and postmarked no later than the Objection Date.

19. 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

20. The Court will hold a Final Approval Hearing on July 30, 2026, at 2:00 p.m., in the Courtroom of the Honorable Jennifer G. Weems, Circuit Court of Calhoun County, Alabama, Seventh Judicial Circuit, 25 W 11th Street, Anniston, Alabama 36201, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be approved; (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, costs, and expenses 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 should be

provided; (f) whether the Court should enter the [Proposed] Final Approval Order and Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate, consistent with the Settlement Agreement. 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.

21. No later than 14 days prior to the Objection and Opt-Out Dates, Plaintiffs shall file their Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards. No later than 14 days prior to the Final Approval Hearing, Plaintiffs shall file their Motion for Final Approval of Class Action Settlement.

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

SETTLEMENT TIMELINE

Grant of Preliminary Approval

- June 30, 2026

Defendants provide list of Settlement Class Members to the Settlement Administrator

- 10 days after Preliminary Approval

Notice Deadline

- 30 days after Preliminary Approval

Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards

- 14 days before Objection and Opt-Out Deadlines

Objection Deadline

- 60 days after Notice Deadline

Opt-Out Deadline

- 60 days after Notice Deadline

Claims Period

- 90 days after Notice Deadline

Motion for Final Approval

- 14 days before Final Approval Hearing Date

Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections (via declaration supporting Plaintiffs' Motion for Final Approval)

- 14 days before Final Approval Hearing Date

Final Approval Hearing

- 120 days after Preliminary Approval Order (at minimum): June 30, 2026

23. Any action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending Final Approval of the Settlement.

24. The Court acknowledges that, as provided in Paragraph 64 of the Settlement Agreement, Defendants have reserved the right to terminate the Settlement upon the occurrence of certain conditions, including if the Court materially modifies the Released Claims or Released Parties, imposes injunctive relief or continuing judicial oversight, or requires public filing or third-party enforcement of the confidential business-practices affidavit.

IT IS SO ORDERED.

DONE this 30th day of June, 2026.

/s/ JENNIFER G WEEMS
CIRCUIT JUDGE