

**23CV-1234-3**  
Judge Philip C. Smith  
APR 16, 2025 03:24 PM

  
Greg G. Allen, Clerk  
Forsyth County, Georgia

IN THE SUPERIOR COURT OF FORSYTH COUNTY  
STATE OF GEORGIA

Linda Louise Denwood, Carlos Capriles,  
Allyson Snider and Andrew DeBate

Plaintiffs,

v.

Peachtree Orthopaedic Clinic, P.A.,

Defendant.

File No. 23-CV-1234-3

**~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT**

**WHEREAS**, Plaintiffs Linda Louise Denwood, Carlos Capriles, Allyson Snider, and Andrew DeBate (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated ("Settlement Class Members"), having moved this Court for an Order granting Final Approval Of Class Action Settlement, and Defendant Peachtree Orthopaedic Clinic, P.A. ("Defendant" or "Peachtree"), having appeared at the Final Approval Hearing before this Court on April <sup>16</sup>~~14~~, 2025;

**WHEREAS**, this Court granted preliminary approval of the parties' Settlement Agreement in the above-captioned action ("Action") on November 12, 2024 ("Preliminary Approval Order");

**WHEREAS**, notice to the class members ("Class Members") was sent in accordance with the Preliminary Approval Order providing an opportunity for Settlement Class Members to receive benefits under the Settlement Agreement, opt-out, or submit objections;

**WHEREAS**, no Settlement Class Members submitted objections and three (3) Settlement Class Members opted-out;

**NOW**, upon the reading of the Settlement Agreement and annexed exhibits and memorandum of law in support of Plaintiffs' Motion for Final Approval Of Class Action

Settlement, and after hearing counsel for all of the parties at the Final Approval Hearing and after due deliberation having been held thereon, the Court grants final approval of the Settlement Agreement, and hereby find and orders for purposes of settlement only:

1. ~~Capitalized terms used in this Order and Judgment and not otherwise defined herein shall have the definitions assigned to them in the Settlement Agreement.~~ PCS

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members with respect to the following Class certified under O.C.G.A. § 9-11-23:

All individuals who were sent notice by Peachtree that their personally identifiable information was involved in the data incident that was first identified on or about April 20, 2023 ("Data Incident").

Excluded from the Settlement Class are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Class are members of the judiciary presiding over this matter, their family and members of their judicial staff.

3. The Court hereby fully, finally, and unconditionally approves the Settlement embodied in the Settlement Agreement as a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action.

4. The Class Members have been given proper and adequate notice of the Settlement, Final Approval Hearing, Class Counsel's application for attorneys' fees, expenses, and the service award to the Settlement Class Representatives.

5. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process, as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order, constitutes the best notice practicable

under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of O.C.G.A. § 9-11-23.

6. The Court hereby orders that the Settlement Agreement shall be implemented in accordance with its terms and conditions pursuant to the Settlement Agreement.

7. The Court appoints Plaintiffs Linda Louise Denwood, Carlos Capriles, Allyson Snider, and Andrew DeBate as Class Representatives and finds them to be adequate.

8. The Court appoints William B. Federman of Federman & Sherwood and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action litigation, including data breach litigation.

9. In accordance with the Settlement Agreement, Class Counsel is hereby awarded attorneys' fees in the amount of \$433,333.33 and reimbursement of litigation expenses in the amount of \$7,819.00, to be paid as specified in the Settlement Agreement and distributed as Class Counsel deem fit.

10. In accordance with the Settlement Agreement, Settlement Class Representatives are hereby awarded \$2,500.00 each, for a total of \$10,000.00 to be paid as specified in the Settlement Agreement.

11. Upon the Effective Date, the Action shall be, and hereby is dismissed with prejudice in its entirety as to Defendant, with each party to bear their own costs and attorneys' fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement Agreement.

12. Each Settlement Class Member is bound by this Judgment and Order, including, without limitation, the release of certain claims against the Released Parties as set forth in the Settlement Agreement, which includes as follows:

All causes of action and claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member, including Representative Plaintiffs, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Personal Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation based on the Incident including, but not limited to negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including any claims for relief including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief.

13. As of the final date of the Opt-Out Period, three (3) potential Settlement Class Members have submitted a valid request to be excluded from the Settlement. Those persons are not bound by this Final Order and Judgment, as set forth in the Settlement Agreement.

14. The Court has considered all of the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. This Judgment and Order, and the Settlement Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant of any liability, claim or wrongdoing in this Action or any other proceeding.

16. ~~In the event that the Settlement Agreement does not become effective in accordance with the Settlement Agreement, then this Judgment and Order shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.~~

17. ~~The Court hereby finds that there is no just reason for delay of entry of this Judgment and hereby directs its entry.~~

7CS ~~Without affecting the finality of this Judgment in any way, this Action shall remain open, and the Court hereby retains continuing jurisdiction over (a) implementation of this Settlement Agreement; (b) disposition of the settlement funds; and (c) all parties hereto for the purpose of construing, enforcing and administering the Settlement Agreement and this Judgment.~~

IT IS SO ORDERED this \_\_\_\_ day of APR 16 2025, 2025.



Judge Philip C. Smith

Judge Philip C. Smith  
Forsyth County Superior Court