

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA, CASE NO. 01-CV-2024-903135**

***Tammy Brown, et al., v. Alabama Cardiology Group P.C. d/b/a Alabama Cardiovascular Group***  
**A court has authorized this notice. This is not a solicitation from a lawyer.**

---

**If You Were Subject to the Alabama Cardiovascular Group Data Breach and Previously Received a Notice Letter Regarding the Data Security Incident, You Could be Eligible for a Cash Payment or Credit Monitoring from a Class Action Settlement.**

---

- You may be eligible to receive a Cash Payment or Credit Monitoring from a proposed \$2,225,000.00 all cash settlement (“Settlement Fund”).
- The lawsuit concerns a Data Breach that occurred on or about July 2, 2024 involving Alabama Cardiology Group, P.C. d/b/a Alabama Cardiovascular Group (“ACG” or “Defendant”) in which an unauthorized third-party accessed certain systems within ACG’s information technology network and may have accessed or acquired the personal information of certain individuals, including their Personally Identifying Information (“PII”) and/or Protected Health Information (“PHI”) (collectively, “Personal Information”). Defendant denies any wrongdoing and denies that it has any liability, but it has agreed to settle the lawsuit on a classwide basis.
- To be eligible to make a Claim, you must have received a Notice of Data Breach letter from ACG of the Data Breach that occurred on or about July 2, 2024.
- Settlement Class Members will be eligible to receive a Cash Payment and may choose from one of two options: Documented Losses or Cash Fund Payment. Additionally, Settlement Class Members may elect to receive Credit Monitoring and Insurance Services. These benefits are as follows:
  - **Documented Losses:** Reimbursement for unreimbursed losses or expenses up to \$5,000.00 per person, requiring an attestation and supporting documentation;
  - or**
  - **Cash Fund Payment:** Instead of selecting Documented Losses, a Settlement Class Member may elect to receive a Cash Fund Payment, which is a *pro rata* payment in cash.
    - These Cash Payments will be increased or decreased *pro rata* depending on the amount of Valid Claims received and payable out of the Net Settlement Fund.
  - **Credit Monitoring and Insurance Services (“CMIS”):** A Settlement Class Member may also elect to submit a claim for two years of CMIS, which includes one credit bureau monitoring services and \$1 million in identity theft insurance. Said CMIS benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from ACG. Class Members will be permitted to postpone activation of their CMIS settlement benefit for up to at least 12 months.

- For more information or to submit a claim visit [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com) or call 1-855-359-2114.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a Cash Payment or Credit Monitoring.	Submitted or postmarked on or before <b>March 6, 2026</b>
<b>Exclude Yourself By Opting-Out of the Class</b>	Receive no Cash Payment or Credit Monitoring. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	Submitted or postmarked on or before <b>February 4, 2026</b>
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing at <b>10:00 a.m. CDT on March 20, 2026</b> about the fairness of the Settlement, with or without your own attorney.	Received on or before <b>February 4, 2026</b>
<b>Do Nothing</b>	Receive no Cash Payment and no Credit Monitoring. You give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

#### **What This Notice Contains**

<b>Basic Information .....</b>	<b>3</b>
<b>Who is in the Settlement .....</b>	<b>4</b>
<b>The Settlement Class Member Benefits—What You Get if You Qualify .....</b>	<b>4</b>
<b>How do You Submit a Claim.....</b>	<b>6</b>
<b>What Does Defendant Get .....</b>	<b>6</b>
<b>Opting-Out of the Settlement .....</b>	<b>6</b>
<b>Objecting to the Settlement .....</b>	<b>7</b>
<b>The Lawyers Representing You.....</b>	<b>9</b>
<b>The Court’s Final Approval Hearing .....</b>	<b>9</b>
<b>If You Do Nothing .....</b>	<b>10</b>
<b>Getting More Information.....</b>	<b>10</b>

## BASIC INFORMATION

### 1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Pat Ballard, of the Circuit Court of Jefferson County, Alabama, is overseeing this case captioned as *Tammy Brown, et al., v. Alabama Cardiology Group P.C. d/b/a Alabama Cardiovascular Group*, Case No. 01-CV-2024-903135. The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Tammy Brown, Vanessa Brooks, and Emily Smith Sanders. The entity being sued, Alabama Cardiology Group P.C. d/b/a Alabama Cardiovascular Group, is called the Defendant.

### 2. What is this lawsuit about?

Pursuant to Ala. R. Civ. P. 23, the lawsuit claims that Defendant was responsible for the Cybersecurity Incident and asserts claims such as negligence, negligence *per se*, breach of contract, breach of implied contract, unjust enrichment, and breach of fiduciary duty.

Defendant denies these claims, including denying that it did anything wrong and denying that the Cybersecurity Incident caused any harm to any ACG patients or employees whose personal data may have been accessed or acquired in that incident. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

### 3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called Class Members. One court resolves the issues for all Class Members, except for those who opt-out of the Settlement.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class Member if you reside in the United States and received written notice from the Defendant that your Personal Information may have been compromised in the Cybersecurity Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) all persons who are directors, officers, and legal representatives of ACG; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) Settlement Class Members who submit a valid request to opt-out of the Settlement.

### 6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-855-359-2114 with questions. You may also write with questions to:

ACG Settlement Administrator  
P.O. Box 5229  
Baton Rouge, LA 70821  
**Or to**  
[www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)

## THE SETTLEMENT CLASS BENEFITS – WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides that Defendant will pay \$2,225,000.00 for the following: (a) Documented Loss Payment, which compensates Settlement Class Members up to \$5,000.00 for unreimbursed losses; (b) Cash Fund Payment, which compensates Settlement Class Members with a flat *pro rata* cash payment; (c) two years of Credit Monitoring at Defendant's expense; (d) all Settlement Administration Costs; and (e) any attorneys' fees and cost awarded by the Court to Class Counsel.

The Cash Payments will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation costs, Settlement Administration Costs, and the cost of Credit Monitoring. For purposes of calculating the amount of the increase or decrease to the Cash Payments, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. In the unexpected event the value of the Credit Monitoring on its own exhausts the amount of the Net Settlement Fund, the length of the Credit Monitoring provided will be reduced as necessary to bring the cost within the Net Settlement Fund. Payment of (1) attorneys' fees, costs, and expenses (see Question 19) and (2) the costs of notifying the Settlement Class and administering the Settlement will also be paid out of the Settlement Fund.

## 8. What benefits are available for under the Settlement?

Settlement Class Members who submit a valid Claim are eligible to receive one of the following:

### Documented Loss Payment:

Class Members may be reimbursed for actual, documented, unreimbursed losses resulting from the Cybersecurity Incident (up to \$5,000.00 in total) that were incurred on or after July 2, 2024. To receive a Documented Loss Payment, a Class Member must: (i) submit a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) provide an attestation, under penalty of perjury, that the claimed loss is actual and unreimbursed; and (iii) provide Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

Examples of documented, unreimbursed losses may include:

- any costs incurred from credit monitoring services or ordering copies of your credit report;
- late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
- late fees from transactions with third parties that were delayed due to fraud or card replacement;
- unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
- parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
- costs incurred obtaining credit freezes;
- long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used);
- postage or gasoline for local travel;
- other expenses that are reasonably attributable to the Cybersecurity Incident that were not reimbursed; and
- any costs incurred from actual, documented and unreimbursed monetary loss due to fraud or identity theft not already covered by one or more of the prior loss categories that the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for, including but not limited to exhaustion of all available credit monitoring assistance and identity theft insurance.

### Cash Fund Payment:

*A pro rata* Cash Payment. All Cash Payments may be adjusted upward or downward *pro rata* based on the value of all Valid Claims.

### Credit Monitoring and Insurance Services (“CMIS”):

Class Members may elect two years of CyEx Medical Shield Complete, which includes one credit bureau monitoring services and \$1 million in identity theft insurance.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a benefit?

To receive a Settlement Class Member Benefit under the Settlement, you must complete and submit a Claim for that benefit (“Claim”). Every Claim must be made on a form (“Claim Form”) available at [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com) or by calling 1-855-359-2114. Claim Forms will also be sent to Settlement Class Members as part of the Postcard Notice and tear-off Claim Form that will be mailed, and by email for Settlement Class Members with available email addresses. Read the instructions carefully, complete the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

Pursuant to Ala. R. Civ. P. 23(c)(2)(C), a Class Member may enter an appearance through an attorney if the member so desires.

### 10. How will claims be decided?

The Settlement Administrator, EisnerAmper, will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

### 11. When will I get my payment?

The Court will hold a Final Approval Hearing on **March 20, 2026 at 10:00 a.m. CDT**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

## WHAT DOES DEFENDANT GET?

### 12. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not opt-out of the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and others (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Data Breach. This release is described in the Settlement Agreement, which is available at [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com). If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer at your own expense.

## OPTING-OUT OF THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to opt-out of the Settlement Class. This is sometimes referred to as “opting-out” of the Settlement Class.

### 13. If I exclude myself, can I get a payment from this Settlement?

No. If you opt-out, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

#### 14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

#### 15. How do I Opt-Out of the Settlement?

To opt-out, send a letter that says you want to be excluded, or opt-out, from the Settlement in *Tammy Brown, et al., v. Alabama Cardiology Group P.C. d/b/a Alabama Cardiovascular Group*, Case No. 01-CV-2024-903135 (Circuit Court of Jefferson County, Alabama). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your opt-out request postmarked by **February 4, 2026**, to:

ACG Settlement Administrator  
Attn: Exclusion Request  
P.O. Box 5229  
Baton Rouge, LA 70821

### OBJECTING TO THE SETTLEMENT

#### 16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must submit a timely written notice of an objection in the appropriate form. It must be filed with or submitted to the Clerk of the Court, or mailed to the Settlement Administrator, Class Counsel, or Defense Counsel, on or before the Objection Deadline: **February 4, 2026**. The address for the Clerk of Court is Circuit Court Clerk of Jefferson County, 716 Richard Arrington, Jr. Blvd., Birmingham, AL, 35203.

Your objection must be written and must include all of the following: (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the Objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include 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 five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

Clerk of the Court	Class Counsel
<p>Jefferson County Circuit Clerk, Circuit Court for Jefferson County, State of Alabama, 716 Richard Arrington Jr Blvd N, Birmingham, AL 35203</p>	<p>Jonathan S. Mann <b>PITTMAN, DUTTON, HELLUMS, BRADLEY &amp; MANN, P.C.</b> 2001 Park Place North, Suite 1100 Birmingham, AL 35203 Telephone: (205) 322-8880</p> <p>Raina Borrelli <b>STRAUSS BORRELLI PLLC</b> 980 N. Michigan Avenue, Suite 1610 Chicago, Illinois 60611 Telephone: (872) 263-1100</p> <p>Tyler J. Bean <b>SIRI &amp; GLIMSTAD LLP</b> 745 Fifth Avenue, Suite 500 New York, New York 10151 Telephone: (212) 532-1091</p>
Defendant's Counsel	Settlement Administrator
<p>Daniel B. Harris <b>JACKSON LEWIS P.C.</b> Synovus Center 800 Shades Creek Parkway, Suite 870 Birmingham, AL 35209 Telephone: 205-332-3097</p> <p>Jonathan O. Harris <b>JACKSON LEWIS P.C.</b> 611 Commerce Street, Suite 2803 Nashville, TN 37203 Telephone: 615-565-1665</p>	<p>ACG Data Incident Settlement c/o Settlement Administrator P.O. Box 5229 Baton Rouge, LA 70821</p>

#### 17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Opting-out is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any of the Settlement Class Member Benefits from the Settlement. If you opt-out, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.



## THE LAWYERS REPRESENTING YOU

### 18. Do I have a lawyer in this case?

Yes. The Court appointed Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Siri & Glimstad LLP as Class Counsel to represent the Class. Their contact information is listed above in Question 16.

If you want to be represented by your own lawyer, then you may hire one at your own expense.

### 19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to 33.33% of the Settlement Fund (approximately \$741,659.25), plus reasonable costs. This payment for any attorneys' fees and costs to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and costs for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than March 6, 2026, which will include their application for attorneys' fees and costs. The Motion for Final Approval will be posted on the Settlement Website.

## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **10:00 a.m. CDT on March 20, 2026**, at the Jefferson County Courthouse, 716 Richard Arrington Jr. Blvd N., Room 340, Birmingham, AL 35203, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and expenses, and any service awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking **[www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)** or calling 1-855-359-2114.

### 21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

## 22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **filed** with or submitted to the Clerk of the Court and/or Class Counsel and/or Defense Counsel, no later than **February 4, 2026**. See Question 16 for further details on the requirements for submitting an objection to the Settlement.

### IF YOU DO NOTHING

## 23. What happens if I do nothing?

If you do nothing, you will not get a Cash Payment or Credit Monitoring from this Settlement. If the Settlement is granted Final Approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Breach, ever again.

### GETTING MORE INFORMATION

## 24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **[www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)**. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-855-359-2114.

This Notice is approved by the Circuit Court for Jefferson County, State of Alabama. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.