AlaFile E-Notice

01-CV-2024-903135.00

Judge: PAT BALLARD

To: JONATHAN S. MANN
jonm@pittmandutton.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

TAMMY BROWN V. ALABAMA CARDIOLOGY GROUP, P.C. D/B/A ALABAMA CARDIOVASC
01-CV-2024-903135.00

The following matter was FILED on 1/21/2026 5:51:51 PM

C001 BROWN TAMMY

PLAINTIFFS' MOTION & MEMORANDUM FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

[Filer: MANN JONATHAN STEPHEN]

Notice Date: 1/21/2026 5:51:51 PM

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

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STATE OF ALABAMA Revised 3/5/08
Unified Judicial System
01-JEFFERSON ☐ **District Court** ☑ **Circuit Court**

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CV2(

TAMMY BROWN V. ALABAMA CARDIOLOGY GROUP, P.C. D/B/A ALABAMA CARDIOVASC

CIVIL MOTION COVER SHEET

Name of Filing Party: C001 - BROWN TAMMY

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.
JONATHAN S. MANN
2001 PARK PLACE N., STE. 1100
BIRMINGHAM, AL 35203
Attorney Bar No.: MAN057

☐ Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

- ☐ Default Judgment ($50.00)
- ☐ Joinder in Other Party's Dispositive Motion (i.e.Summary Judgment, Judgment on the Pleadings, orother Dispositive Motion not pursuant to Rule 12(b)) ($50.00)
- ☐ Judgment on the Pleadings ($50.00)
- ☐ Motion to Dismiss, or in the Alternative SummaryJudgment($50.00)
- ☐ Renewed Dispositive Motion(Summary Judgment,Judgment on the Pleadings, or other DispositiveMotion not pursuant to Rule 12(b)) ($50.00)
- ☐ Summary Judgment pursuant to Rule 56($50.00)
- ☐ Motion to Intervene ($297.00)
- ☐ Other _____

pursuant to Rule _____ ($50.00)

*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

☐ Local Court Costs $ 0

Motions Not Requiring Fee

- ☐ Add Party
- ☐ Amend
- ☐ Change of Venue/Transfer
- ☐ Compel
- ☐ Consolidation
- ☐ Continue
- ☐ Deposition
- ☐ Designate a Mediator
- ☐ Judgment as a Matter of Law (during Trial)
- ☐ Disburse Funds
- ☐ Extension of Time
- ☐ In Limine
- ☐ Joinder
- ☐ More Definite Statement
- ☐ Motion to Dismiss pursuant to Rule 12(b)
- ☐ New Trial
- ☐ Objection of Exemptions Claimed
- ☐ Pendente Lite
- ☐ Plaintiff's Motion to Dismiss
- ☐ Preliminary Injunction
- ☐ Protective Order
- ☐ Quash
- ☐ Release from Stay of Execution
- ☐ Sanctions
- ☐ Sever
- ☐ Special Practice in Alabama
- ☐ Stay
- ☐ Strike
- ☐ Supplement to Pending Motion
- ☐ Vacate or Modify
- ☐ Withdraw
- ☑ Other PLAINTIFFS' MOTION & MEMORANDUM FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

pursuant to Rule N/A (Subject to Filing Fee)

Check here if you have filed or are filing contemoraneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees) ☐	Date: 1/21/2026 5:49:48 PM	Signature of Attorney or Party /s/ JONATHAN S. MANN

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

ELECTRONICALLY FILED
1/21/2026 5:51 PM
01-CV-2024-903135.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

TAMMY BROWN, VANESSA BROOKS, and **EMILY SMITH SANDERS,** individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	Case No. 01-CV-2024-903135
v.	)	
ALABAMA CARDIOLOGY GROUP, P.C., d/b/a **ALABAMA CARDIOVASCULAR GROUP,**	)	
Defendant.	)	

PLAINTIFFS' MOTION & MEMORANDUM FOR APPROVAL OF ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

I. INTRODUCTION

The Parties in this putative Class Action brought under Alabama law have reached a Settlement Agreement that provides significant and valuable relief for Class Members.[1] The Settlement Agreement provides for the creation of a $2,225,000.00 non-reversionary common fund, from which Settlement Class Members are able to make a claim for a *pro rata* cash payment, monetary reimbursements for up to $5,000.00 of documented out-of-pocket expenses, as well as two years of CyEx Medical Shield Complete credit and medical monitoring. (*See* Settlement Agreement ("S.A.") § 2(d)). Defendant Alabama Cardiology Group, P.C., d/b/a Alabama Cardiovascular Group ("ACG" or "Defendant") has also agreed to implement and maintain data security enhancements to ensure that the Private Information of Class Members is protected against

[1] Capitalized terms not herein defined shall have the meaning ascribed to them in Settlement Agreement ("S.A."), which was previously filed as "**Exhibit 1**" to Plaintiffs' Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement. (Doc. 115).

future disclosure. S.A. at §1. No amounts of the common fund will revert to Defendant and residual funds will be used to fund pro rata cash payments to Settlement Class Members. *Id.* at §2(a), (m).

With this Motion, Class Counsel asks the Court to approve (1) a reasonable attorney's fee award of $741,666.66, which amounts to one-third of the total Settlement Fund, (2) reimbursement of Class Counsel's expenses totaling $16,007.78 and (3) Service Awards of $5,000.00 to each of the Class Representatives for a total of $15,000. S.A. §7. As explained in detail below and supported by the attached Joint Declaration of Counsel ("Joint Fee Decl."), attached hereto as **Exhibit A**, Class Counsel's requests for attorneys' fees and costs, as well as the reasonable Service Awards, are justified in light of the investment, risks, and exceptional relief provided under the Settlement Agreement and are consistent with Alabama law and other awards in similar cases.

Both Class Counsel and the Class Representatives devoted significant time, money, and effort to the prosecution of the Settlement Class Members' claims, and their efforts have yielded an extraordinary benefit for thousands of consumers nationwide. The requested attorneys' fees and costs and Service Awards are justified in light of the excellent results obtained for the Settlement Class Members. No Class Member has opted out of the Settlement and, as of today, no Class Member has objected to the Settlement, emphasizing the excellent results obtained under the Settlement.[2] Thus, Plaintiffs and Class Counsel respectfully move the Court to approve the awards requested herein.

II. BACKGROUND

A. The Data Breach

Defendant discovered that on or about July 2, 2024, an unauthorized third-party accessed its computer network. S.A. at p. 1. Defendant's investigation determined that the unauthorized

[2] The objection deadline is on February 4, 2026, sixty (60) days following the Notice Date. S.A. at p. 6.

third party may have accessed the Personally Identifying Information ("PII") and/or Personal Health Information ("PHI") (collectively "Private Information" or "Personal Information") of approximately 280,534 members of the Settlement Class in the Data Breach. *Id*. On or around August 2, 2024, Defendant began to notify the Settlement Class that their PII and/or PHI was potentially involved in the Data Breach. *Id*.

B. The Litigation

As a result of the Data Breach, eight consumer class action cases were filed against Defendant between August 12, 2024, and September 11, 2024. *See* Joint Fee Decl., ¶ 9. On December 30, 2024, Plaintiffs filed a Consolidated Complaint consolidating the eight previously filed lawsuits arising from the Data Breach into this Action. *Id*. The claims of each of the Plaintiffs all involve common questions of law or fact, arising from the same Data Breach. *Id*.

After considerable meet and confer efforts, the Parties agreed to mediate the Action. *Id*. ¶ 10. On July 10, 2025, the Parties participated in the scheduled mediation session before respected class action mediator Jill R. Sperber, Esq. of Sperber Dispute Resolution. *Id*. ¶ 11. Although that mediation session did not result in a settlement, the Parties continued to negotiate in good faith over the following days. *Id*. On July 14, 2025, Ms. Sperber made a mediator's proposal, which the Parties accepted. *Id*. The negotiations were hard fought on each side, but they were able to come to an agreement in principle to settle this Action. *Id*. The Parties then, over the next few weeks engaged in additional arms' length negotiations through numerous phone calls and emails to finalize the terms of the proposed Settlement Agreement. *Id*.

Only after the Parties reached an agreement in principle on all material terms of substantive relief for the Settlement Class did the Parties begin negotiating the amount of attorneys' fees and costs that Defendant would pay to Class Counsel (subject to Court approval) and the amount of

Service Awards Defendant would pay to the Class Representatives (also subject to Court approval). *Id.* ¶ 12. At all times, the issue of attorneys' fees, costs, and Class Representative Service Awards was negotiated separately from the settlement relief to class members. *Id.* Like the other negotiations, these negotiations were conducted at arm's length. *Id.*

The Parties then began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, forms of Notices, and Claim Form. *Id.* ¶ 13. The Parties sought bids from multiple claims administrators, and after an extensive bidding process ultimately selected a qualified and cost-effective company, EisnerAmper, to serve as Settlement Administrator. *Id.*

The Settlement Agreement resulted from hard fought and adversarial negotiations over several months. *Id.* ¶ 14. The time and effort spent by all Parties to this Action demonstrate the rigor, intensity, and thoroughness of the mediation efforts, as well as the Parties' commitment to working constructively toward a resolution. *Id.* The exchange of information through formal discovery and in connection with the mediation and Settlement process allowed the Parties to sufficiently understand the relative strengths and weaknesses of their respective positions in crafting the proposed Settlement. *Id.*

After finalizing the Settlement Agreement, Plaintiffs' counsel expended significant effort drafting its Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement ("Preliminary Approval Motion"), which was filed on September 29, 2025. (Doc. 114). On November 6, 2025, this Court granted Plaintiffs' Preliminary Approval Motion. (Doc. 27).

III. THE SETTLEMENT

A. Settlement Benefits to the Class

The Settlement provides for monetary relief to be paid by Defendant to eligible claimants of a Settlement Class of approximately 280,534 persons defined as "[a]ll individuals residing in the United States whose PHI and/or PII was compromised in the Data Breach discovered by Alabama Cardiology Group in July 2024, including all those individuals who received notice of the breach." S.A. at p. 7. Defendant will fund a $2,225,000.00 non-reversionary common fund to provide each claimant with (1) a *pro rata* cash payment (estimated to total $100), (2) reimbursement for actual out-of-pocket losses up to $5,000 per person, as well as the option to enroll in medical and credit monitoring. *Id*. §2. Defendant has also agreed to implement and maintain enhanced data security measures for at least five (5) years to ensure that the Private Information of Class Members is protected against future disclosure. *Id.* §1. No amounts of the common fund will revert to Defendant and residual funds will be used to fund *pro rata* cash payments to Settlement Class Members. *Id*. §2(i), (m). The common fund will also be used to pay for the costs of Notice and settlement administration and Plaintiffs' Service Awards and attorneys' fees and costs awarded by the Court. S.A. §2(p). Specifically, Settlement Class Members are eligible to receive the following Settlement Benefits:

1. *Pro Rata* Cash Payment

Settlement Class Members may elect to receive a *pro rata* cash payment. *Pro rata* cash payments will be calculated after the end of the Claims Period by calculating the money remaining in the fund after payment of the: (1) costs of Notice and administration expenses; (2) the court-approved Fee Award and Costs to Class Counsel and Service Awards to Class Representatives; (3) taxes; (4) all Approved Claims for Documented Loss Payments; and (5) all Approved Claims

for CMIS. S.A. §2(d)(iii), 2(i). Remaining funds will then be used to make all Cash Fund Payments, which shall be calculated by dividing the remaining amount by the number of Approved Claims submitted for Cash Fund Payments. *Id.*

2. Compensation for Out-of-Pocket Losses

Class Members may submit a claim for Settlement Payment of up to $5,000.00 (Five Thousand Dollars) for reimbursement in the form of a Documented Loss Payment. S.A. at §2(d)(i). To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. *Id.*

If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected. *Id.* All rejected claims—that Class Members fail to cure—will be automatically converted into claims for the Cash Fund Payment. *Id.*

3. Credit Monitoring

Class Members may elect to claim two years of CMIS, specifically CyEx Medical Shield Complete, which includes one credit bureau monitoring services and $1 million in identity theft insurance. S.A. at §2(d)(2). These CMIS benefits will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Defendant. *Id.*

Class Members will be permitted to postpone activation of their CMIS settlement benefit for up to at least 12 months. *Id.* Credit Monitoring expenses will be paid from the Settlement Fund. *Id.* §2(i).

B. Notice Has Been Sent to the Settlement Class Pursuant to the Notice Plan

Notice has been provided to Settlement Class Members in accordance with the Settlement Agreement's preliminarily approved Notice Plan. Specifically, the Summary Notice form, approved by this Court, was provided to Class Members by direct mail within 30 days of the Preliminary Approval Order. Joint Fee Decl., ¶15. The Long Form Notice has also been made available to Class Members on the Settlement Website. *Id.* Each element of the approved Notice Program was implemented or supervised by EisnerAmper, a company experienced in class notice and administration in general and data breach litigation, specifically. *Id.*

IV. ARGUMENT

A. The Court Should Award Class Counsel's Requested Attorneys' Fees.

Pursuant to the Settlement Agreement, Class Counsel seeks reasonable attorneys' fees in the amount of $741,666.66, which amounts to one-third of the total Settlement Fund. S.A. §8. The requested fee is well within the range of approved fees in other class actions and is fair and reasonable in light of the significant recovery secured on behalf of the Settlement Class Members by Class Counsels' efforts. Joint Fee Decl., ¶25. It is well established that attorneys who, by their efforts, create a common fund for the benefit of a class are entitled to reasonable fees and costs based on the common benefit achieved. *Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.")).

In cases where, as here, a class action settlement results in the creation of a settlement fund, "[the Alabama Supreme] Court, like the federal courts, has long recognized that a lawyer who

recovers an award for the benefit of a class of clients is entitled to a reasonable fee from the amount recovered." *Edelman*, 663 So. 2d at 959 (citing *Ex parte Brown*, 562 So. 2d 485, 495 (Ala. 1990)). This rule is "an equitable principle designed to compensate the attorney whose services on behalf of his client created a fund to which others may have a claim." *City of Ozark Trawick,* 604 So. 2d 360, 364 (Ala. 1992) (citing *Maryland Casualty Co. v. Tiffin*, 537 So. 2d 469 (Ala.1988)).

State and federal courts throughout Alabama consistently apply the "percentage-of-the-fund" approach for cases, such as this one, where a common monetary fund is established for the benefit of a class of individuals. *See Union Fid. Life Ins. Co. v. McCurdy*, 781 So. 2d 186, 189 (Ala. 2000) ("the common-fund approach is the preferred method for calculating attorney fees in class actions"); *see also Blum v. Stenson*, 465 U.S. 886, 900 (1984) ("under the 'common fund doctrine' . . . a reasonable fee is based on a percentage of the fund bestowed on the class"). Further, the United States Supreme Court has held that negotiated, agreed-upon attorneys' fee provisions are ideal toward which Parties should strive. *See Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) ("A request for attorneys' fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount for a fee.").

Although fee awards based on the percentage of the fund may vary, awards of 33% (1/3) of the fund are referred to as generally reasonable. *See, e.g*., *City of Ozark*, 604 So. 2d at 364–65 (Ala. 1992) (finding reasonable a fee award of one-third of the class action common fund); *McWhorter v. Ocwen Loan Servicing, LLC*, No. 2:15-CV-01831-MHH, 2019 WL 9171207, at *14 (N.D. Ala. Aug. 1, 2019) ("The Court of Appeals and numerous district courts in this circuit have held that one-third of the fund represents a reasonable attorneys' fee, especially in contingency fee

cases, such as this one.") (collecting cases)[3]; *see also Waters v. Int'l Precious Metals Corp*., 190 F.3d 1291, 1295 (11th Cir. 1999) (affirming attorneys' fees representing "33 1/3%" of the common fund); *Waters v. Cook's Pest Control, Inc.*, No. 2:07-CV-00394, 2012 WL 2923542, *18 (N.D. Ala. July 17, 2012) ("[A]n award of 35% of the Settlement Fund is well within the range of 20% to 50%, which has been generally established in this circuit."). As a result, there is a presumption of reasonableness to the requested 33 1/3% fee award that is fully supported based on the consideration of the relevant factors discussed below.

B. Class Counsel's Requested Attorneys' Fee is Reasonable and Supported.

The Supreme Court of Alabama and the Eleventh Circuit have established some general guidelines for courts to consider in determining a reasonable attorney fee award, including: (1) the time expended; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly, including the experience, reputation and ability of the attorneys; (4) the customary fee: whether the fee is fixed or contingent; (5) the time limitation imposed by client or the circumstances; (6) the amount involved and the results obtained; (7) the undesirability of the case; (8) the nature and length of relationship with client; (9) the awards in similar cases; and (10) administration of settlement. *See Camden I Condominium Ass'n v. Dunkle*, 946 F.2d 768, 775 (11th Cir. 1991); *Edelman*, 663 So.2d at 960.

Importantly, "not all of these criteria are applicable in every case" and "a trial court may consider those that are [applicable], along with other pertinent facts, in approving attorney fees." *Id*. In addition, other factors may also be pertinent, including, for example, "whether there are any

[3] Alabama courts routinely rely on federal court case law when analyzing issues in class action cases. *See Union Fid.*, 781 So. 2d at 189 (*"*As we have said before, Alabama will look to federal law in interpreting this most complex area of litigation.") (citing *Adams v. Robertson,* 676 So. 2d 1265, 1268 (Ala. 1995)).

substantial objections by class members or other Parties to the settlement terms or the fees requested by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Camden I,* 946 F.2d at 775. Here, the analysis of the factors below demonstrates that the requested fee award is amply justified.

As to the first factor, the *Edelman* Court emphasized that "the 'expended time' factor has limited significance in a common fund case" and quoted an analogy stating that "[a] surgeon who skillfully performs an appendectomy in seven minutes is entitled to no smaller fee than one who takes an hour; many a patient would think he is entitled to more." *Edelman*, 663 So. 2d at 960. Here, Class Counsel investigated and litigated this case rigorously and thoroughly, which included pre-suit investigation, the preparation of the pleadings, the extensive negotiations (including the time spent mediating) that gave rise to the Settlement, and the preparation and implementation of the Settlement and related documents. Joint Fee Decl., ¶ 19. In addition, the Settlement Agreement was negotiated at arms-length in an adversarial manner, requiring counsel to expend a considerable amount of effort in coordinating various litigation and settlement strategies. *Id*. ¶ 14. Had this case not settled in the timely manner that it did, it is certain that the expense, duration, and complexity of the protracted litigation that would have resulted would be substantial. Furthermore, the Class would likely not have achieved any result for several years, while also running the risk of obtaining a less favorable result than the Settlement achieved here or obtaining no result whatsoever. Given the quality and quantity of work expended by Class Counsel, the risk of substantially more time and money having to be expended had the litigation not settled, and the results achieved as a direct result of those efforts, the requested fee award is justified.

The second and third factors each support the fee request here. It is well recognized that class actions are complex actions to prosecute due to their inherently complicated legal and factual

issues. Courts consistently suggest that cases that are "more complex, involve the lives and fortunes of larger numbers of people, and have a greater public value," such as "class action cases," warrant higher fees. *See Edelman*, 663 So. 2d at 960–61 ("Class actions are designed to provide a vehicle for redress where wrongful conduct has resulted in harm to a great number of people . . . in such cases, fee awards of as high as 50% of the recovery may be justified . . . taking into account the management responsibilities inherent in a class action"). Defendant has denied, and continues to deny, all allegations of wrongdoing and liability arising out of the Data Breach. And, Defendant has denied, and continues to deny, that Plaintiffs suffered damage or that they were harmed by the Data Breach. Further, this specific class action involved complex issues in the fields of cybersecurity and consumer identity theft, which required Class Counsel to study the field to be able to understand Defendant's alleged liability and Plaintiffs' damages.

Fourth, Class Counsel and Plaintiffs' Counsel each took these cases on an entirely contingency-fee basis and invested significant amounts of resources and more than $16,007.78 of their law firms' money into prosecuting the cases with no guarantee of recovery. Joint Fee Decl. ¶¶ 20–21. Class Counsel has regularly engaged in major complex litigation and has extensive experience in consumer class action lawsuits involving data breaches, as well as other similar complex litigations. *Id*. ¶ 2. In fact, Class Counsel and their firms have been appointed as class counsel in dozens of complex consumer class actions, including similar data breach cases. *Id*. Accordingly, the requested fee award is reasonable in light of the quality of representation and the type of complex consumer class action at issue here, where such a fee is necessary to continue to attract competent and dedicated counsel given the time, costs, and significant risk of nonpayment involved.

Fifth, there were practical time limitations that favored early resolution in this case. Plaintiffs and Class Members have present and imminently impending out-of-pocket expenses which require urgent compensation, and had this case not settled in the timely manner that it did, it is certain that the expense, duration, and complexity of the protracted litigation that would have resulted would be substantial. Accordingly, this factor favors an early resolution.

Sixth, the results obtained by Class Counsel for the Class Members are significant. The Settlement Agreement provides for the creation of a $2,225,000.00 non-reversionary common fund, to provide each claimant with either (1) a *pro rata* cash payment or (2) reimbursement for actual out-of-pocket losses up to $5,000.00 per person, as well as the option to enroll in medical and credit monitoring. S.A. §2. Defendant has also agreed to implement and maintain data security enhancements to ensure that the Private Information of Class Members is protected against future disclosure. No amounts of the common fund will revert to Defendant and residual funds will be used to fund *pro rata* cash payments to Settlement Class Members. *Id.* §2(a), (m).

Seventh, in the context of this case, "undesirable" simply means that Class Counsel had to commit an unknown, but substantial, number of hours and incur significant expenses to pursue a case with a highly uncertain outcome, and one that was certain to take years to resolve. The chances of prevailing on the claims, on a class-wide basis, were unknown at the outset. Indeed, data breach class actions are inherently complex and risky, and many fail to survive the pleading stage, let alone certify and maintain a class. *See, e.g.*, *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21, 35 (D. Me. 2013); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 U.S. Dist. LEXIS 164375, at *21 (E.D. Pa. Sept. 24, 2019) (noting that data breach class actions are "a risky field of litigation because [they] are uncertain and class certification is rare."); *Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534, 2021 U.S. Dist. LEXIS 250695, at *7 (C.D. Cal.

Dec. 9, 2021) ("Historically, data breach cases have experienced minimal success in moving for class certification."); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20- MN-02972-JFA, 2024 U.S. Dist. LEXIS 86740 (D.S.C. May 14, 2024) (denying motion for class certification in data breach case). Thus, for purposes of assessing a fair attorneys' fee percentage, this case should be viewed as highly "risky," weighing on the side of approving a higher-than otherwise percentage. Accordingly, the fact that Class Counsel secured a favorable, early resolution does not diminish the risks attendant to the case that Class Counsel assumed at its inception. *Skelton v. General Motors Corp.*, 860 F.2d 250, 258 (7th Cir. 1988) ("The point at which plaintiffs settle with defendants . . . is simply not relevant to determining the risks incurred by their counsel in agreeing to represent them"); *Lindsey Bros. Builders, Inc. v. American Radiator & Standard Sanitary Corp.*, 540 F.2d 102, 112 (3rd Cir. 1976). The fact that Class Counsel took such a substantial risk favors approval of the requested fees.

Eighth, by the time this case is fully resolved, Class Counsel will have represented each of the Plaintiffs for nearly a year on a purely contingency-fee basis with no guarantee of success. Joint Fee Decl. ¶ 20. This factor supports the requested fee amount here as this case is a single action representation, and there is likely no "repeat business" to be gained from such representation.

Ninth, looking at fee awards in similar cases demonstrates that Class Counsels' fee request here is reasonable and supported. As set forth above, attorneys' fees awarded in common fund cases in Alabama have ranged from 20% to 50%, and 33 1/3% has been considered fair and reasonable by the Alabama Supreme Court. *See City of Bessemer v. McClain*, 957 So. 2d 1061, 1078 (Ala. 2006) (upholding a fee award of one-third of the common fund); *City of Ozark*, 604 So. 2d at 364–65 (Ala. 1992) (finding reasonable a fee award of one-third of the class action

common fund). In the Eleventh Circuit, percentage-based fee awards have averaged around 33% of the class benefit. *See, e.g.*, *Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5–6 (S.D. Fla. Sept. 26, 2012) (noting that fees in this Circuit are "roughly one-third"); T. Eisenberg, et al., *Attorneys' Fees in Class Actions: 2009-2013*, 92 N.Y.U. Law Rev. 937, 951 (2017) (median fee from 2009-2013 was 33%). The requested fee award here of $750,000.000 constitutes 33 1/3% of the Settlement Fund and is, thus, well-within the range of attorneys' fee awards routinely found reasonable in similar cases by courts in this state and by multiple federal courts.

Tenth, the Settlement is being efficiently and effectively administered by EisnerAmper, a company experienced in class notice and administration in general and data breach litigation, specifically. Joint Fee Decl., ¶ 15.

Each of the relevant factors supports Class Counsels' request here for an award of attorney's fees.

C. The Court Should Approve Class Counsel's Requested Reimbursable Litigation Expenses.

Class Counsel have expended $16,007.78 in reimbursable expenses related to filing fees, other court costs, research expenses, service of process, copying, mediation and professional fees, and case administration. Joint Fee Decl. ¶ 21. Courts regularly award reimbursement of the expenses counsel incurred in prosecuting the litigation. *See Waters v. Int'l Precious Metals Corp.,* 190 F.3d 1291, 1298 (11th Cir. 1999) ("plaintiffs' attorney are entitled to reimbursement of those reasonable and necessary out-of-pocket expenses incurred in the course of activities that benefitted the class") (citing *In re "Agent Orange" Prod. Liab. Litig.*, 611 F. Supp. 1296, 1314 (E.D.N.Y. 1985)); *Youngman v. A&B Ins. & Fin., Inc.,* No. 16-cv-01478, Dkt. No. 70 (M.D. Fla. July 31, 2018) (approving plaintiffs' counsel's request for reimbursement of their costs in the amount of $32,758.50 in TCPA class action). Therefore, Class Counsel requests the Court approve as

reasonable the incurred expenses, a request which Defendant does not oppose.

D. The Agreed-Upon Service Award Amount for Plaintiffs Is Reasonable and Should Be Approved.

The requested $5,000.00 Service Award for each of the Class Representatives is reasonable and very modest compared to other incentive awards granted to class representatives in similar class actions. "Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Ingram v. Coca–Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001); *Youngman*, No. 16-cv-01478, Dkt. No. 70 (finding that incentive awards of $10,000 for *each* plaintiff was "reasonable"); *Parsons v. Brighthouse Networks, LLC*, No. 09-cv-267, 2015 WL 13629647, at *16 (N.D. Ala. Feb. 5, 2015) (approving $5,000 incentive award for class representative); *Martin v. Dun & Bradstreet, Inc.*, No. 12-cv-215, 2014 WL 9913504, at *3 (N.D. Ill. Jan. 16, 2014) (awarding incentive award of $20,000 in TCPA class action); *Allapattah Servs., Inc. v. Exxon Corp.,* 454 F. Supp. 2d 1185, 1218–19 (S.D. Fla. 2006) (noting that "incentive awards are not uncommon in class action litigation where, as here, a common fund has been created for the benefit of the class").

Here, Plaintiffs' efforts and participation in prosecuting this case justify the $5,000.00 Service Award sought for each Plaintiff. Even though no award or special treatment was promised to Plaintiffs either prior to the commencement of the litigation or at any time thereafter, Plaintiffs nonetheless contributed significant time and effort in pursuing their individual claims, as well as serving as representatives of the Settlement Class Members, exhibiting their willingness to assume the responsibilities and risks inherent in bringing a representative action. Joint Fee Decl. ¶¶ 23–25. Further, Plaintiffs participated in the initial investigation of their claims and provided their sensitive personal information and records to Class Counsel to aid in preparing the initial pleadings and issuing discovery, reviewed the pleadings prior to filing, consulted with Class Counsel on

numerous occasions, and provided feedback on the settlement negotiations and a number of other filings including, most importantly, the Settlement Agreement. *Id*. ¶ 23.

Further, by agreeing to serve as the Class Representatives, Plaintiffs publicly placed their names on this suit and exposed themselves to significant personal risks and scrutiny, which merits appropriate compensation. *Columbus Drywall & Insulation, Inc. v. Masco Corp.,* No. 04-cv-3066, 2008 WL 11319972, at *2 (N.D. Ga. Mar. 4, 2008) (citing *Ingram*, 200 F.R.D. at 685). Absent Plaintiffs' willingness to bring this Action on a class-wide basis, their efforts in assisting Class Counsel with their investigation and initiation of this suit, and their continued participation and monitoring of the case through settlement, the substantial benefit available to the Settlement Class Members under the Settlement Agreement would not exist.

Compensating Plaintiffs for the risks and efforts they undertook to benefit the Settlement Class Members is reasonable under the circumstances of this case, especially in light of the exceptional results obtained. As shown above, courts have regularly approved service awards in similar class action litigation consistent with and greater than the agreed-upon $5,000.00 Service Award sought here. Moreover, no objection to the Service Award has been raised to date. A Service Award of $5,000.00 to each Plaintiff is reasonable, justified, and should be approved.

V. CONCLUSION

For the foregoing reasons, Plaintiffs and Class Counsel respectfully request that the Court enter an Order: (i) approving an award of attorneys' fees of $741,666.66; (ii) reimbursement of $16,007.78 for expenses; and (iii) a Service Award in the amount of $5,000.00 to each Plaintiff in recognition of their significant efforts on behalf of the Settlement Class Members.[4]

[4] Class Counsel intends to include the relief requested herein in a proposed order in support of final approval of the Settlement.

Dated: January 21, 2026

Respectfully submitted,

/s/ Jon Mann

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CERTIFICATE OF SERVICE

I hereby certify that on January 21, 2026, I filed the foregoing with the Clerk of the Court using the Court's AlaFile system, which will send notice to all counsel of record.

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EXHIBIT A

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

TAMMY BROWN, VANESSA BROOKS, and **EMILY SMITH SANDERS,** individually and on behalf of all others similarly situated,	)	
Plaintiffs**,**	)	Case No. 01-CV-2024-903135
v.	)	
ALABAMA CARDIOLOGY GROUP, P.C., d/b/a **ALABAMA CARDIOVASCULAR GROUP,**	)	
Defendant**.**	)	

JOINT DECLARATION IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

We, Jonathan S. Mann, Esq. of Pittman, Dutton, Hellums, Bradley, & Mann, P.C., Raina C. Borrelli, Esq. of Strauss Borrelli PLLC, and Tyler J. Bean, Esq. of Siri & Glimstad LLP, (collectively, "Settlement Class Counsel"), submit this Joint Declaration in support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses, and Service Awards on behalf of Plaintiffs and the Settlement Class.

Counsel Qualifications

1. We are counsel for Plaintiffs and the Settlement Class in the above-captioned matter.

2. Our credentials and those of our law firms were previously outlined for this Court in connection with the Amended and Unopposed Motion for to Consolidate and Appoint Interim Co-Lead Class Counsel (Doc. 34). We and our law firms have been appointed Settlement Class Counsel in this matter. We submit this declaration in support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Expenses, and Service Awards. Except as otherwise noted, we have personal

knowledge of the facts set forth in this declaration and could and would competently testify to them if called upon to do so.

3. Our work in this matter, and the work of other co-counsel and others in our law firms, involved investigating the cause and effects of the Alabama Cardiology Group, P.C., d/b/a Alabama Cardiovascular Group ("ACG" or "Defendant") data breach ("Data Incident"); evaluating the potential class representatives; contributing to the evaluation of the merits of the case before filing the Complaint; conducting legal research; conducting extensive research into data security incidents and their causes and effects; drafting and filing the Consolidated Complaint; litigating Defendant's motion to dismiss; engaging in extensive settlement negotiations with Defendant via full-day mediation and over the course of many weeks afterward; drafting the settlement agreement and exhibits; working with the Court to schedule the final approval hearing; communicating with defense counsel; updating and handling questions from our class representatives; overseeing the launching of the notice program with substantial interaction with the Settlement Administrator; and overseeing the claims process.

4. Continuing through to today, we and our law firms have continued to work with Defendant and the Settlement Administrator regarding claims administration and processing as well as answering Class Members' questions about the settlement and the process.

Initial Investigation and Communications

5. This is a putative Class Action brought by Plaintiffs Tammy Brown, Vanessa Brooks, and Emily Smith Sanders ("Representative Plaintiffs" or "Plaintiffs"), individually and on behalf of all others similarly situated (the "Settlement Class") against Defendant ACG ("collectively, "Parties"), arising out of an attempt, discovered on or about July 2, 2024, by cybercriminals to access and exfiltrate the confidential personal information of its patients and

employees, including individuals' names, addresses, dates of birth, Social Security numbers, and protected health information (collectively "Private Information" or "Personal Information"). Defendant conducted an investigation, which determined that the unauthorized third party had accessed documents containing Plaintiffs' and approximately 280,534 Class Members' Private Information.

6. After receiving notice, on or around August 2024, that their Private Information may have been impacted by the Data Incident, Plaintiffs retained their respective Plaintiffs' counsel on a purely contingency-fee basis (with Plaintiffs' counsel advancing all costs of the litigation).

7. Plaintiffs' counsel vigorously and aggressively gathered all information available regarding Defendant and the alleged Data Incident, including publicly available documents concerning announcements of the Data Incident and Notice of the Data Incident that were sent to Defendant's current and former patients and/or employees.

8. Our initial investigation into the facts and circumstances of the alleged Data Incident revealed that the attack against ACG likely involved highly sensitive Private Information belonging to its current and former patients and employees, which information was stored in Defendant's computer network.

Procedural Posture

9. As a result of the Data Breach, eight consumer class action cases were filed against Defendant between August 12, 2024, and September 11, 2024. On December 30, 2024, Plaintiffs filed a Consolidated Complaint consolidating the eight previously filed lawsuits arising from the Data Breach into this Action. The claims of each Plaintiff all involve common questions of law or fact, arising from the same Data Incident.

10. Following the Consolidated Complaint's filing, the Parties engaged in formal written discovery and produced documents. After considerable meet and confer efforts, the Parties agreed to mediate the Action. In preparation for the scheduled mediation, the Parties exchanged additional information related to the Action, including the composition of the putative Class. The Parties also laid out their respective positions, including with respect to the merits, class certification, and settlement, in written mediation statements provided to the other Party and the mediator. Additionally, the Parties maintained an open dialogue concerning the contours of a potential agreement in the weeks leading up to the scheduled mediation.

11. On July 10, 2025, the Parties engaged in the scheduled mediation session before respected class action mediator Jill R. Sperber, Esq. of Sperber Dispute Resolution. Although that mediation session did not result in a settlement, the Parties continued to negotiate in good faith over the following days. On July 14, 2025, Ms. Sperber made a mediator's proposal, which the Parties accepted. The negotiations were hard fought on each side, but through the mediation process that assisted the Parties in resolving their outstanding differences, they were able to come to an agreement in principle to settle this Action. The Parties then, over the next few weeks, worked at arms' length over the course of numerous additional phone calls and emails to negotiate and finalize all terms of the proposed Settlement Agreement.

12. After the Parties reached an agreement in principle on all material terms of substantive relief for the Settlement Class, they began negotiating the amount of attorneys' fees and costs Defendant would agree to pay Class Counsel and the amount of Service Awards Defendant would agree to pay the Class Representatives (both subject to Court approval). At all times, the issues of attorneys' fees and costs and Class Representative Service Awards were

negotiated separately from the Settlement relief to the Settlement Class. Like the other negotiations, these negotiations were conducted at arm's length.

13. The Parties then began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, forms of Notices, and Claim Form. The Parties sought bids from multiple claims administrators, and after an extensive bidding process ultimately selected a qualified and cost-effective company, EisnerAmper, to serve as Settlement Administrator.

14. The Settlement Agreement resulted from hard fought and adversarial negotiations over months long. The time and effort spent by all Parties to this Action demonstrate the rigor, intensity, and thoroughness of the mediation efforts, as well as the Parties' commitment to working constructively toward a resolution. The exchange of information through formal discovery and in connection with the mediation and Settlement process allowed the Parties to sufficiently understand the relative strengths and weaknesses of their respective positions when fashioning the proposed Settlement. The proposed Settlement addresses the reasonable objectives of this Action.

Notice

15. Notice has been provided to Settlement Class Members in accordance with the Settlement Agreement's preliminarily approved Notice Plan. Specifically, the Summary Notice form, approved by this Court, was provided to Class Members by direct mail within thirty-five (35) days of the Preliminary Approval Order. The Long Form Notice has also been made available to Class Members on the Settlement Website. Each element of the approved Notice Program was implemented or supervised by EisnerAmper a company experienced in class notice and administration in general and data breach litigation, specifically.

Fees, Costs, and Service Awards

16. The Settlement allows Counsel to make an application to the Court for an award of reasonable attorneys' fees, costs, and expenses to be paid by Defendant out of the Settlement Fund.

17. The Parties did not discuss payment of attorneys' fees, costs, expenses, and service award until after the substantive terms of the settlement had been agreed upon, other than that Defendant would not object to a request for reasonable attorneys' fees, costs, expenses, and service awards as may be ordered by the Court. All negotiations were conducted at arm's length.

18. We, as Counsel, are now applying for a reasonable attorney's fee award of $741,666.66, which amounts to one-third of the total Settlement Fund, for our work in achieving this substantial settlement for the Class Members.

19. Counsel thoroughly investigated each of the Plaintiffs' claims, evaluated the Plaintiffs' claims and ACG's defenses, filed the complaints, coordinated and cooperated with each other to litigate the action, engaged in extensive formal and informal discovery, engaged in months-long negotiations at arm's length, and spent an exorbitant amount of time working through the settlement process with Defendant and Class Representatives.

20. Class Counsel each took these cases on an entirely contingency-fee basis and invested significant amounts of attorney resources and money into prosecuting the action with no guarantee of recovery. Numerous attorneys and staff members have committed extensive amounts of time and resources to investigate and prosecute this case over the previous and will be required to continue doing so until the settlement is fully effectuated pursuant to the terms of the Settlement Agreement.

21. We are also now applying for reimbursement of our reasonable costs and expenses of the Litigation totaling $16,007.78, which is the total amount of money that Class and other

Plaintiffs' Counsel advanced to prosecute this case with no guarantee of recoupment. All these expenses were reasonable and necessary for advancing the litigation and related to filing fees and other court costs, research expenses, service of process, copying, mediation and professional fees, and case administration. Detailed documentation supporting these expense amounts are available for inspection at the Court's request.

22. Defendant has also agreed to pay each Class Representative a Service Award in the amount of $5,000.00 for their services rendered on behalf of the Settlement Class, subject to Court approval. Settlement Class Counsel believes this is a reasonable amount to award based on the efforts of the Class Representatives and is in line with awards granted in similar cases.

23. The Service Awards requested are meant to recognize the Class Representatives for their efforts on behalf of the Settlement Class, including providing information for pleadings and settlement discussions, formal discovery responses, engaging with Counsel regarding the litigation, participating in the settlement negotiations, and reviewing and approving the proposed Settlement terms.

24. Plaintiffs' support for the Settlement as fair, reasonable, and adequate is not conditioned upon the Court's award of the requested Service Award. The Parties did not discuss or agree upon the amount of Service Awards for which Plaintiffs as Class Representatives could apply until after the substantive terms of the Settlement had been agreed upon.

25. In our opinion, we believe the fees, costs, and service awards Settlement Class Counsel are requesting are reasonable, appropriate, and warranted based on the significant benefits that have been recovered by Counsel and Plaintiffs for the benefit of the Settlement Class Members.

26. Had this case not settled in the timely manner that it did, it is certain that the expense, duration, and complexity of the protracted litigation that would have resulted would have been substantial. Furthermore, the Class would likely not have achieved any result for several years, while also running the risk of obtaining a less favorable result than the Settlement achieved here or obtaining no result whatsoever. Here, Plaintiffs and Class Members have present and imminently impending out-of-pocket expenses which require urgent compensation.

We declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 21st day of January, 2026 in Birmingham, Alabama.

/s/ Jonathan S. Mann
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