



**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,**

**v.**

**ALABAMA CARDIOLOGY GROUP, P.C.,  
 d/b/a ALABAMA CARDIOVASCULAR  
 GROUP,**

**Defendant.**

**Case No. 01-CV-2024-903135**

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION  
 SETTLEMENT AND MEMORANDUM IN SUPPORT**

Plaintiffs Tammy Brown, Vanessa Brooks, and Emily Smith Sanders, individually (“Class Representatives” or “Plaintiffs”), and on behalf of the proposed Settlement Class<sup>1</sup> of similarly situated individuals, respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement and Memorandum of Law in support thereof. As set forth below and in the proposed Final Approval Order and Judgment submitted herewith, Plaintiffs respectfully request that this Court enter an Order and thereafter a Final Judgment as follows: (a) granting certification of the Settlement Class for settlement purposes; (b) appointing Plaintiffs as Class Representatives

<sup>1</sup> Unless otherwise specified, capitalized terms not herein defined shall have the meaning ascribed to them in the Class Action Settlement Agreement and Release (“SA”), which is attached as Exhibit 1 to *Plaintiffs’ Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement* (Doc. 115).

and reaffirming as Class Counsel the attorneys appointed in the Preliminary Approval Order; (c) finding the Notice Plan satisfied due process requirements and Alabama Rule of Civil Procedure 23; (d) finding the terms of the Settlement are fair, reasonable, and adequate; (e) directing the Parties, their attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the Final Approval Order and the terms of the Agreement; (f) resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Class Members, including the Releases contained in the Agreement; (g) overruling objections, if any; (h) granting *Plaintiffs' Motion and Memorandum For Approval of Attorneys' Fees, Expenses, and Service Awards*; and (i) dismissing the Action and entering a Final Approval Order and Judgment.

## **I. INTRODUCTION**

On November 6, 2025, the Court granted preliminary approval of the Settlement between Plaintiffs and Defendant Alabama Cardiology Group, P.C. d/b/a Alabama Cardiovascular Group (“Defendant” or “ACG”), and ordered that Notice be given to the Settlement Class. The Settlement provides an excellent result for the roughly 280,534-person Settlement Class in the form of monetary and non-monetary relief. The Settlement requires Defendant to fund a \$2,225,000.00 non-reversionary Settlement Fund to provide each Claimant with (a) either a Documented Loss Payment up to \$5,000.00, or a flat, *pro rata* Cash Fund Payment calculated in accordance with § 2(i) of the Settlement Agreement; and (b) two years of credit monitoring and insurance services, specifically CyEx Medical Shield Complete. SA § 2(d). The Settlement also provides for equitable relief in the form of data security enhancements implemented at considerable cost to Defendant, which shall be paid for separate and apart from the Settlement Fund. *Id.* § 1(a).

After extensive arm’s-length negotiations, including a full-day mediation with Jill R.

Sperber, Esq. of Sperber Dispute Resolution and the issuance of a mediator's proposal, the Parties successfully reached the Settlement. This resolution enabled Plaintiffs to circumvent the many risks and uncertainties inherent in continued litigation and trial. Indeed, Plaintiffs' claims involve the intricacies of data security litigation, which is a novel and constantly evolving area of the law. Although Plaintiffs believe in the merits of their claims, Defendant denies all charges of wrongdoing or liability. Against these risks, Class Counsel and Plaintiffs believe that the Settlement is fair, reasonable, and adequate, and represents an excellent result for the Settlement Class.

After this Court granted preliminary approval, the Settlement Administrator successfully disseminated Notice to the Settlement Class as set forth in the Settlement Agreement. Summary Notice was provided directly to Class Members via first-class mail, successfully reaching 87.7% of the Settlement Class and easily meeting the due process standard. *See Declaration of Ryan Aldridge on Implementation and Adequacy of Notice Program* attached hereto as **Exhibit 1** ("Admin. Decl."), ¶ 14. The Notice was written in plain language, providing each Class Member with considerable information detailing how to make a claim, how to opt-out, and how to object to the Settlement. Further, support for the Settlement among Class Members has been overwhelmingly favorable. In fact, only seven (7) Class Members elected to opt-out, and not a single Class Member submitted an objection to the Settlement. Admin. Decl. ¶¶ 16, 17. Additionally, Class Members have also demonstrated their strong support for the Settlement by submitting more than 15,000 claims, reflecting an excellent claims rate of 5.39%. *Id.* ¶ 15.

Therefore, for these reasons and those further set forth herein, Plaintiffs respectfully request the Court grant their Motion for Final Approval of the Class Action Settlement.

## II. BACKGROUND AND PROCEDURAL HISTORY

In the interest of efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to, and hereby incorporate, *Plaintiffs' Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement* filed on October 7, 2025. (Doc. 114).

## III. SUMMARY OF SETTLEMENT

### A. Settlement Benefits

The Settlement negotiated on behalf of the Settlement Class provides significant relief for the Plaintiffs and Class Members who submit timely and valid claims. The Settlement requires Defendant establish a non-reversionary Settlement Fund in the amount of \$2,225,000.00 to provide each Claimant with (a) either a Documented Loss Payment up to \$5,000.00, or a flat, *pro rata* Cash Fund Payment calculated in accordance with § 2(i) of the Settlement Agreement; and (b) two years of credit monitoring and insurance services, specifically CyEx Medical Shield Complete. SA § 2(d). The Settlement Fund will also be used to pay for the Administrative Expenses, Plaintiffs' Service Awards, and the Fee Award and Costs awarded by the Court. *Id.* § 2(a). The Settlement provides relief for a Settlement Class of over 280,534 individuals, which is 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.

*Id.* at 7. The Settlement specifically excludes: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) ACG, its subsidiaries, parent companies, successors, predecessors, and any entity in which ACG or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. *Id.*

**1. Documented Loss Payment**

Class Members may submit claims for a Documented Loss Payment of up to \$5,000.00 for reimbursement for monetary losses incurred by the Class Member and supported by Reasonable Documentation for efforts undertaken to remedy issues reasonably traceable to the Data Breach. SA at 4 and § 2(d). To receive a Documented Loss Payment, a Class Member must select that option on their Claim Form and submit to the Settlement Administrator the following: (i) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (ii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. *Id.* § 2(d)(i). If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a 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 and automatically converted into a claim for the Cash Fund Payment. *Id.*

**2. Cash Fund Payment**

In lieu of Documented Loss Payments, Class Members may elect to receive a *pro rata* Cash Fund Payment. Cash Fund Payments will be calculated after the end of the Claims Period by calculating the amount remaining in the Settlement Fund after payment of: (1) Administrative 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. *Id.* § 2(i). Remaining funds in the Net Settlement Fund 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.* This amount will be increased or decreased based on the number of claims made. *Id.*

### 3. *Credit Monitoring and Insurance Services*

In addition to receiving Settlement Payments, all Class Members are eligible to submit claims for two years of CMIS, specifically CyEx Medial Schield Complete, which includes one-bureau credit monitoring service and \$1 million in identity theft insurance. SA § 2(d)(iii). This Settlement Benefit will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from Defendant. Class Members will be permitted to postpone activation of CMIS for up to at least 12 months. *Id.* The cost of CMIS will be paid from the Settlement Fund. *Id.* § 2(i).

### 4. *Security Commitments and Prospective Relief*

In addition to the benefits available to Class Members described above, the Agreement requires Defendant to adopt, continue, and/or implement reasonable data and information security measures, at its own expense and as determined by Defendant, in order to strengthen its data and information security following the Data Breach. *Id.* § 1(a). The Parties have agreed that these measures will be maintained by Defendant for at least five (5) years from the Effective Date of the Agreement. *Id.* All costs associated with these data and information security enhancements shall be paid for by Defendant separate and apart from the Settlement Fund. *Id.* Defendant has provided Class Counsel with a confidential letter attesting to the security-related measures implemented and planned. *Id.* § 1(b).

#### **B. Attorneys' Fees, Costs, and Expenses**

On January 21, 2026, Class Counsel moved for an attorneys' fees of \$741,666.66 (one-third of the Settlement Fund) plus reimbursement of litigation costs and expenses totaling \$16,007.78. (Doc. 131). Class Counsel's fee motion and supporting declaration were posted to the Settlement Website, ensuring Class Members had an opportunity to access and review the

materials before deciding to submit a claim, objection, or request for exclusion from the Settlement. Not a single objection was received. Admin Decl. ¶ 17.

**C. Notice and Settlement Administration Costs**

Defendant agreed to pay for Administrative Expenses from the Settlement Fund, including the cost of implementing and developing the Notice Plan, as well as the costs of a Settlement Administrator to disseminate Notice, administer the Settlement, evaluate claims, and pay Class Members who submitted timely and valid claims. SA § 2(a). The final cost will not be known to the Parties until administration is complete, however, such costs are estimated to be \$220,546.68. Admin. Decl. ¶ 18.

**D. Release**

In exchange for the Settlement Benefits provided under the Agreement, Class Members who do not exclude themselves will provide Defendant and its affiliates a full release of all claims related to the Data Breach, which includes a release of all claims brought by Plaintiffs, and any other statutory or common law claim that could have been asserted based upon the same conduct. SA § 3(a)-(c).

As explained in more detail below, the Settlement should be finally approved as it meets all the requirements for certification of a Settlement Class under Rule 23(b)(2) and (3) of the Alabama Rules of Civil Procedure; the proposed Notice Plan satisfies the requirements of Alabama Rule 23(c)(2); and the Settlement is fair, reasonable, and adequate.

**IV. THE SETTLEMENT MERITS FINAL APPROVAL**

A class action may be settled, voluntarily dismissed, or compromised only with court approval. Ala. R. Civ. P. 23(e). Judicial policy favors voluntary settlement as the means of resolving class-action cases; however, the court has an independent duty to ensure that the

settlement is fair, adequate, and reasonable. See *Austin v. Hopper*, 28 F.Supp.2d 1231 (M.D. Ala. 1998). Courts review a proposed class action settlement for fairness, reasonableness, and adequacy. Ala. R. Civ .P. 23; *Perdue v. Green*, 127 So. 3d 343, 356 (Ala. 2012). Indeed, courts have long recognized that “class action suits have a well-deserved reputation as being the most complex,” and, therefore, compromise is particularly appropriate. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977); *In re Domestic Air Transportation Antitrust Litigation*, 148 F.R.D. 297, 312 (N.D. Ga. 1993) (“Settlements of class actions are highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and preventing lawsuits.”); *In re General Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F. 3d 768, 784 (3d Cir. 1995) (“The law favors settlement, particularly in class actions. . .”).

#### **A. The Settlement is Fair and Reasonable**

In assessing a class action settlement, the courts are advised to “refrain from making a precise determination of the parties’ respective legal rights.” *EEOC v. Hiram Walker & Sons, Inc.*, 768 F. 2d 884, 889 (7th Cir. 1985). Similarly, “[t]he proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 614, 625 (9th Cir. 1982). Even if “the relief afforded by the proposed settlement is substantially more narrow than it would be if the suits were to be successfully litigated,” this is no objection to a class settlement, since “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” *Air Line Stewards & Stewardesses Assn’ v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972).

Instead, considerable weight should be given to the views of experienced counsel on the merits of the settlement. *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). There is a “strong

initial presumption” that an arms-length settlement reached by experienced counsel in the relevant field of litigation and based on a thorough understanding of the claims at issue, is presumptively fair. *Feder v. Harrington*, 58, F.R.D. 171, 175 (S.D.N.Y. 1972). Stated another way, “[t]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of the counsel.” *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (citing *Flinn v. FMC Corp.*, 528 F. 2d 1169, 1173 (4th Cir. 1975)); *Pettway v. American Cast Iron Pipe Co.*, 576 F. 2d 1157, 1214 (5th Cir. 1978) *cert. denied*, 439 U.S. 1115 (1979). Also, it is essential that the Court does not examine the settlement as if the defendant had been found liable. *See, e.g., City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455-56 (2nd Cir. 1974); *Cf. Cotton*, 559 F. 2d at 1330 (“Inherent in compromise is a yielding of absolutes and an abandoning of highest hopes”) (quoting *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y. 1972)).

In *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995), the Alabama Supreme Court set forth eight factors that trial courts may consider when determining whether to approve a settlement: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; (6) the stage of the proceedings at which the settlement was achieved; (7) the financial ability of the defendant(s) to withstand a greater judgment and the potential for a judgment or judgments in an amount or amounts likely to trigger due process considerations relating to punitive damages; and (8) whether proper notice was given. *Id.* at 1273; *see also Perdue*, 127 So. 3d at 356.

As shown below, these factors all support a finding that the proposed Settlement is fair and reasonable and should be finally approved.

**1. The likelihood of success at trial**

While Plaintiffs remain confident in the strength of their claims, they recognize that Defendant has denied the material allegations and asserted several legal defenses, any of which, if successful, could result in Plaintiffs and Class Members receiving no relief whatsoever. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2023 U.S. Dist. LEXIS 117355, at \*24 (S.D. Fla. July 8, 2023) (“This is not only a complex case—it lies within an especially risky field of litigation: data breach.”). Further, class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013); *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at \*8 (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.*, 2021 WL 6496734, at \*3 (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 WL 2155221 (D.S.C. May 14, 2024) (denying motion for class certification in data breach case); *see also In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972- JFA, 2024 WL 5247287 (D.S.C. Dec. 30, 2024) (denying motion for leave to file a renewed class certification motion). And while it is easy to hope for a substantial award at trial, as one federal district court reminded several objectors to a class settlement, “[i]n the real world. . .the path to a large damage award is strewn with hazards.” *In re Gulf Oil/Cities Serv. Tender Offer Litigation*, 142 F.R.D. 588, 595 (S.D.N.Y. 1992). The Settlement replaces the risks of establishing liability and damages with immediacy and certainty

of a substantial recovery.

Given there is significant risk that either Plaintiffs' individual claims will not survive, or that Plaintiffs will ultimately be unsuccessful in certifying a class of individuals who would be entitled to any award following trial, this factor favors final approval.

**2. *The Settlement is within the range of possible recovery at trial and is fair, reasonable, and adequate.***

The second and third *Adams* factors are often considered together. *See Burrows v. Purchasing Power, LLC*, No. 1:12-cv-22800, 2013 U.S. Dist. LEXIS 189397, at \*14 (S.D. Fla. Oct. 4, 2013) (finding the second and third *Bennett* factors, which are virtually identical to the *Adams* factors, “are easily combined”). In determining whether the amount of the settlement is reasonable, “the Court is not confined to the mechanistic process of comparing the settlement to the estimated recovery times the multiplier derived from the likelihood of prevailing on the merits.” *In re Corrugated Container Antitrust Litigation*, 643 F. 2d 195, 217 (5th Cir. 1981). Instead, the Court must recognize that, “[i]n any case, there is a range of reasonableness with respect to a settlement - a range which recognizes the uncertainties of law and fact in a particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Newman v. Stein*, 464 F. 2d 689, 693 (2d Cir.1972), *cert. denied sub nom.*, 409 U.S. 1039 (1972). There is no fixed point above or below which a settlement is or is not fair. Indeed, “[t]he fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is inadequate; there is no reason why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.” *In re TBK Partners, Limited v. Western Union Corp.*, 675 F. 2d 456, 463-64 (2d Cir. 1982).

Here, the proposed Settlement is fair, reasonable, and adequate and is in the best interest

of Class Members because, upon submission of a valid Claim Form and approval of the claim, Class Members may be provided (a) either a Documented Loss Payment up to \$5,000.00, or a flat, *pro rata* Cash Fund Payment calculated in accordance with § 2(i) of the Settlement Agreement; and (b) two years of credit monitoring and insurance services, specifically CyEx Medical Shield Complete. SA § 2(d). Further, Plaintiffs have negotiated the implementation of certain improved data security measures to be maintained by Defendant that have substantial value to the Class Members. *Id.* § 1(a). This relief is especially beneficial to the Class Members given the risk that, absent this Settlement, they might receive no benefit at all. Thus, the Settlement provides an immediate and substantial benefit to participating Class Members and is highly reasonable, especially when weighed against the uncertainties and potential delays continued litigation. *See Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 559 (N.D. Ga. 2007) (court found settlement fair, reasonable, and adequate, and approval warranted where there was an immediate and substantial benefit to the class).

Thus, in light of the second and third *Adams* factors, the proposed Settlement is fair, reasonable, and adequate and warrants the Court's final approval.

### **3. *The complexity, expense, and duration of the Action***

With respect to factor four, in the absence of settlement, it is certain that the expense, duration, and complexity of continued litigation would be substantial. As discussed above, while Plaintiffs are confident in their claims, their success is not guaranteed. Courts have consistently viewed the expense and possible duration of litigation as factors appropriately considered in evaluating the reasonableness of a settlement. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1292 (9th Cir. 1992) (“complexity, duration and sheer enormity of the pending class action weighed heavily against a conclusion that the district court abused its discretion in approving the

settlement”). Continued litigation would increase the burden on the Court, without any guaranteed benefit to Plaintiffs or Class Members. “Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’” *Woodward v. NORAM Chem. Co.*, No. Civ-94-0870, 1996 U.S. Dist. LEXIS 7372, at \*62-63 (S.D. Ala. May 23, 1996). Where a settlement, like here, “will alleviate the need for judicial exploration of . . . complex subjects [and] reduce litigation costs[,]” this factor weighs in favor of final approval. *See Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

By reaching a settlement now, Plaintiffs seek to avoid significant expense, delay, and ensure a guaranteed recovery for Class Members. Before any trial on the merits, the Parties would face significant motion practice and discovery. This would likely include motions for summary judgment on each of Plaintiffs’ claims, briefing on a motion for class certification, motions to exclude expert witnesses, and additional briefing on discovery disputes. Given the complexity of the issues and stakes involved, any adverse rulings on summary judgment, class certification, or trial would likely be appealed. Indeed, even if Plaintiffs ultimately succeed at trial, the inevitable appeals will require substantial additional effort and expense with no guarantee of a greater recovery. As such, the immediate and considerable relief provided to the Class under the Settlement Agreement weighs heavily in favor of final approval.

**4. *The response to the Settlement has been overwhelmingly positive.***

It is well-settled that “the reaction of the Class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” *Sala v. National Railroad Passenger Corp.*, 721 F.Supp. 80, 83 (E.D. Pa 1989). A favorable reception by the Class constitutes “strong evidence” of the fairness of the Settlement and supports judicial approval. *In re Payne Webber*

*Limited Partnerships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997), *aff'd*, 117 F. 3d 721 (2d Cir. 1997) (citing *Detroit v. Grinnell Corp.*, 495 F. 2d 448, 462 (2d Cir. 1974)).

Given the strength of this Settlement and the significant benefits that Class Members can claim, the Settlement has been received positively by the Settlement Class. The 15,003 valid Claim Forms submitted by Class Members represent a 5.39% claims rate. Admin. Decl. ¶ 15. This surpasses the claims rates frequently seen in other data breach class action settlements that have been approved. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 U.S. Dist. LEXIS 65200 (E.D. Pa. Apr. 9, 2024) (2.56% claims rate “actually compares favorably to the claims rates in other data breach class actions”); *Carter v. Vivendi Ticketing United States LLC*, No. 22-01981, 2023 U.S. Dist. LEXIS 210744, at \*15 (C.D. Cal. Oct. 30, 2023) (1.6% claims rate “is in line with claims rates in other data breach class action settlements” and collecting cases with claims rates between 0.83% and “about two percent”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate reflects a positive reaction by the class). Moreover, the Objection Deadline passed with *no objections* to the Settlement submitted. Admin Decl. ¶ 17.

Thus, the overwhelming support for this Settlement reaffirms the Court’s preliminary conclusion that the Settlement is fair, reasonable and adequate, and this factor supports final approval.

**5. *Plaintiffs and Class Counsel had sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable Settlement.***

In assessing this factor, the relevant inquiry is whether the parties have obtained sufficient information or discovery to assess the strengths and weaknesses of the claims and defenses to be asserted in the action. *Garst v. Franklin Life Ins. Co.*, No. 97-cv-0074, 1999 U.S. Dist. LEXIS 22666, at \*70 (N.D. Ala. June 25, 1999). Comprehensive discovery is not required. *Woodward*, 1996 U.S. Dist. LEXIS 7372, at \*64. Only some reasonable amount of discovery is necessary. *Id.*

Although this case settled at an early stage, Class Counsel, who are experienced in data breach litigation, conducted a thorough investigation, dedicating significant time and effort reviewing informal discovery and evaluating the claims and defenses at issue. The Settlement is also the result of adversarial, arms' length negotiations between the Parties. *See Declaration of Jonathan Mann in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* ("Mann Decl.") ¶¶ 18, 19. Class Counsel's experience and investigation, combined with confirmatory discovery, put Plaintiffs in a position to proficiently evaluate the case and negotiate a Settlement they view as fair, reasonable, adequate, and worthy of final approval. *See Griffin v. Flagstar Bancorp Inc.*, No. 2:10-cv-10610, 2013 U.S. Dist. LEXIS 173702, at \*11-12 (E.D. Mich. Dec. 12, 2013) ("The absence of formal discovery in no way undermines the integrity of the settlement given the extensive investigation that has occurred as a result of proceedings thus far which demonstrates that counsel have a full understanding of the strengths and weaknesses of their case."). Thus, this factor favors final approval of the Settlement.

**6. Defendant's ability to withstand a greater judgment.**

The ability for Defendant to withstand a greater judgment is not at issue here. However, even if Defendant could withstand a greater judgment, its ability to do so, "standing alone, does not suggest that the settlement is unfair." *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 186 (W.D.N.Y. 2005) (quoting *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 178 n.9 (S.D.N.Y. 2000)); *see also In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 538 (3d. Cir. 2004) (finding that "this factor neither favored nor disfavored settlement" because Defendants' "ability to pay a higher amount was irrelevant to determining the fairness of the settlement."). Thus, this factor is neutral.

**B. The Notice Plan was Successful.**

On November 6, 2025, the Court preliminarily appointed EisnerAmper to be the Settlement Administrator. On November 19, 2025, EisnerAmper received the Class Member data from Defendant's counsel in the form of three Excel files that contained a total of 278,531 records (the "Settlement Class List") and, after conducting a de-duplication process, the final Settlement Class List consisted of 278,193 unique Class Members. Admin Decl. ¶ 6. On December 6, 2025, EisnerAmper commenced the Notice Plan. *Id.* ¶ 7. Pursuant to the Notice Plan, EisnerAmper issued Summary Notice, which was mailed via U.S. mail to all Class Members whose addresses are available within Defendant's records. *Id.* Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). *Id.* ¶ 8. In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. *Id.* Of the 278,193 Class Member records, 1,904 records did not successfully pass the address validation procedures. *Id.* For the 1,904 records that did not successfully pass the address validation procedures, EisnerAmper executed skip-tracing on the records and was able to mail Summary Notice to an additional 746 Class Members. *Id.* ¶ 9. EisnerAmper also sent supplemental mailings for 33,992 Class Members for which the initial Summary Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Class Members. *Id.* Thus, of the 278,193 Class Members, approximately 244,016 Class Members received direct Notice of the Settlement, representing an excellent reach rate of 87.7%. *Id.* ¶ 14.

Next, on December 6, 2025, EisnerAmper also established a Settlement Website,

[www.alabamacardiodatasettlement.com/](http://www.alabamacardiodatasettlement.com/), which included important information about the Settlement, including the Settlement Agreement, Long-Form Notice, and Claim Form, as well as related case documents, such as the Consolidated Class Action Complaint, Motion for Preliminary Approval, Preliminary Approval Order, and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards.. *Id.* ¶ 11. Further, the Settlement Website also enabled Class Members to easily submit a Claim Form electronically. *Id.* To date, the Settlement Website has received 17,865 unique page visits. *Id.* Further, on December 6, 2025, EisnerAmper established the toll-free number, 1-855-359-2114, which was available twenty-four hours per day, for Class Members to receive important information and ask questions about the Settlement. *Id.* ¶ 12. To date, Eisner Amper has received 2,099 calls regarding the Settlement. *Id.* Finally, EisnerAmper also established a Settlement-specific email address ([info@AlabamaCardioDataSettlement.com](mailto:info@AlabamaCardioDataSettlement.com)) as an additional resource for Class Members to obtain important information regarding the Settlement. *Id.* ¶ 13.

Moreover, the timing of the claims process, including the Claims Period, was structured to ensure that all Class Members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and to decide whether to submit a Claim, opt-out of, or object to the Settlement. Mann. Decl. ¶ 36. The claims process has been straightforward, with Class Members able to submit claims either through the Settlement Website or by hard copy mailed to the Settlement Administrator. Admin. Decl. ¶ 15. As discussed above, to date, the Settlement Administrator has received a total of 15,003 Claim Forms. *Id.* ¶ 15. The 15,003 claims represent 5.39% of the Settlement Class—a rate that is consistent with data breach class action settlements. *Id.* To date, 8 Class Members submitted a Claim Form requesting a Documented Loss Payment. *Id.* To date, 13,529 Class Members submitted a Claim Form for a *pro rata* Cash Fund Payment, which is estimated to be valued at \$85.00. *Id.* Finally, to date, 4,881 Class Members submitted a

Claim Form for CMIS. *Id.* The Objection Deadline and Opt-Out Period ended on February 4, 2026 and, to date, EisnerAmper only received seven (7) opt-out requests and *no* objections. *Id.* ¶¶ 16-17.

In sum, the Settlement Class was well-informed of their rights under the Settlement and the Notice Plan complied with due process.

**C. The Settlement Class Satisfies Alabama Rule of Civil Procedure 23**

As set forth in Plaintiffs' Motion for Preliminary Approval (Doc. No. 114), each of the class certification requirements of Alabama Rule of Civil Procedure 23 is easily met here. Indeed, in the Preliminary Approval Order, the Court preliminarily certified the Settlement Class, finding that the Class satisfies all Ala. R. Civ. P. 23 requirements. Nothing has changed since then that could conceivably undermine class certification. Accordingly, Plaintiffs respectfully request that the Court finally certify the Settlement Class for Settlement purposes.

**V. CONCLUSION**

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Class Members receive significant benefits in the form of monetary compensation, credit monitoring, and equitable relief. Based on the above reasons, Plaintiffs respectfully request that the Court enter an order granting final approval of the Settlement, finally certifying the Settlement Class for settlement purposes only, appointing Plaintiffs as Class Representatives, appointing Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Raina Borelli of Strauss Borelli PLLC, and Tyler Bean of Siri & Glimstad LLP as Class Counsel, and granting Plaintiffs' request for Service Awards in the amount of \$5,000.00 each for a total of \$15,000.00, attorneys' fees in the amount of one-third of the Settlement Fund (\$741,666.66), and reimbursement of litigation expenses in the amount of \$16,007.78. A proposed order is attached for consideration as **Exhibit 2**.

Dated: March 6, 2026.

Respectfully submitted,

*/s/ Jon Mann*

---

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*Class Counsel*

**CERTIFICATE OF SERVICE**

I hereby certify that on March 6, 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.

Daniel B. Harris (HAR371)  
**JACKSON LEWIS P.C.**  
Synovus Center  
800 Shades Creek Parkway, Suite 870  
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Tel: (205) 332-3097  
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*Attorneys for Defendant*

*/s/ Jon Mann*  
\_\_\_\_\_

Of Counsel

# **EXHIBIT 1**

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,

vs.

ALABAMA CARDIOLOGY GROUP, P.C.  
d/b/a ALABAMA CARDIOVASCULAR  
GROUP

Defendant.

Case No.: 01-CV-2024-903135

**DECLARATION OF RYAN ALDRIDGE REGARDING IMPLEMENTATION OF NOTICE PROGRAM AND VERIFICATION OF COMPLIANCE WITH NOTICE REQUIREMENTS**

I, Ryan Aldridge, hereby declare and verify as follows:

**I. INTRODUCTION**

1. ***Personal Information.*** I am a Partner with the Court-appointed Settlement Administrator, EisnerAmper. EisnerAmper was retained as the Settlement Administrator in this case, and, as the Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our partners.

3. As the duly appointed Settlement Administrator, I verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

**II. BACKGROUND**

4. ***Preliminary Approval.*** On November 6, 2025, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator.

After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Plan.

5. ***The Purpose of this Declaration and Verification.*** I submit this Declaration to evidence EisnerAmper's compliance with the terms of the Preliminary Approval Order, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

### **III. CLASS NOTICE PLAN EXECUTION**

6. ***Notice Database.*** EisnerAmper maintains a database of 278,193 Settlement Class Members which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EisnerAmper received the class data from Defendant's Counsel ("Settlement Class List") on November 19, 2025, in 3 Excel files with a total of 278,531 records. The Excel file contained the full name and address of Settlement Class Members. EisnerAmper de-duplicated the data records provided based on name and address and determined that the Settlement Class List consisted of 278,193 unique Settlement Class Members to which Notice should be issued as outlined within the Settlement Agreement.

7. ***Mail Notice.*** EisnerAmper coordinated and caused the Summary Notice in the form of a postcard to be mailed via First-Class Mail ("Postcard Notice") to Settlement Class Members for which a mailing address was available from the class data. The Postcard Notice included (a) a "tear-off" Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) a description of the rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the Final Approval Hearing. The Notice mailing commenced on or before December 6, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**, with a copy of the Long-Form Notice and the Claim Form.

8. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 278,193 Settlement Class Members records, 1,904 records did not successfully pass the address validation procedures noted above.

9. **Mail Notice Delivery.** In the initial mailing campaign, EisnerAmper executed mailings to 276,289 Settlement Class Members that passed address validation. EisnerAmper executed skip tracing on the 1,904 records that did not pass address validation and was able to mail Postcard Notice to an additional 746 Settlement Class Members. EisnerAmper also executed supplemental mailings for 33,992 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in paragraph 14 below.

10. **Settlement Post Office Box.** EisnerAmper maintains the following Post Office Box for the Settlement Program:

ACG Settlement Administrator

PO Box 5229

Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

11. **Settlement Website.** On December 6, 2025, EisnerAmper published the Settlement Website, [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com). Visitors to the Settlement Website can download the Long-Form Notice, the Claim Form, as well as Court Documents, such as the Consolidated Class Action Complaint, the Settlement Agreement, Motions filed by Class Counsel, Orders of the Court, and other relevant documents. Visitors are also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of March 5, 2026, the Settlement Website received 17,865 unique visits.

12. **Toll-Free Number.** On December 6, 2025, EisnerAmper established a dedicated toll-free telephone number, 1-855-359-2114 (the “Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides

important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long-Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the Toll-Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program. As of March 5, 2026, EisnerAmper has received 2,099 calls regarding the Settlement.

13. **Email Support.** EisnerAmper established an Email address, [info@AlabamaCardioDataSettlement.com](mailto:info@AlabamaCardioDataSettlement.com), to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

#### IV. **NOTICE PROGRAM REACH**

14. **Notice Reach Results.** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 278,193 (100%) Settlement Class Members. As of March 5, 2026, the Notice Program reached a total of 244,016 (87.7%) Settlement Class Members<sup>1</sup>. Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

<b>Table 1: Notice Dissemination Statistics</b>		
<b>Description</b>	<b>Volume</b>	<b>Percentage of Class Members</b>
Settlement Class Members	278,193	100.0%
<b>Initial Notice Mailing</b>		
(+) Postcard Notices Mailed (Initial Campaign)	276,289	99.3%
(+) Postcard Notices Mailed (Initial Skip Traces)	746	0.3%
(-) Total Postcards Returned as Undeliverable	59,789	21.5%
<b>Supplemental Notice Mailing</b>		
(+) Total Postcards Remailed	33,992	12.2%
(-) Total Postcards Returned as Undeliverable	7,222	2.6%
<b>Direct Notice Program Reach</b>		
(=) Received Direct Notice	244,016	87.7%

#### V. **CLAIM ACTIVITY**

15. **Claim Intake and Processing.** The online claim submission feature was available on the

<sup>1</sup> A Settlement Class Member is considered “reached” by direct Notice if a Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable or, if a Notice mailed to the Settlement Class Member was returned by the USPS as undeliverable, a subsequent Notice was mailed to an alternative mailing address for the Settlement Class Member and was not returned.

Settlement Website beginning on December 6, 2025. In addition to submitting a Claim Form through the Settlement Website, Class Members could also submit a Claim Form via U.S. Mail to Settlement Post Office Box. As of March 5, 2026, EisnerAmper has received a total of 15,341 claims submissions. Of these, EisnerAmper has determined that 15,003 claims (approximately 5.39 % of the Settlement Class Members) are from Settlement Class Members and are non-duplicative claims. EisnerAmper will continue to intake and analyze claims postmarked by the claims filing deadline of March 6, 2026. Nonetheless, the claims rate of approximately 5.39% is consistent with data breach class action settlements administered by EisnerAmper. Table 2 below provides summary statistics and current dispositions. Table 3 below provides a summary of the approved claims and estimated awards as of March 5, 2026. Assuming Class Counsel is awarded their requested fees and administrative costs as outlined in paragraph 18, the Cash Fund Payment is currently estimated to be \$85.

<b>Table 2: Claim Statistics (as of March 5, 2026)</b>	
<b>Description</b>	<b>Volume (#)</b>
<b>Total Claims Received</b>	<b>15,341</b>
(-) Invalid: Not a Class Member	212
(-) Duplicate Claims	126
<b>(=) Net Claims</b>	<b>15,003</b>

<b>Table 3: Approved Claims Summary (as of March 5, 2026)</b>		
<b>Claim Form Category</b>	<b>Claimed</b>	<b>Approved</b>
Number of Times Documented Losses Claimed	8	1
Documented Losses (\$)	\$35,331.99	\$431.99
Number of Times Cash Fund Payment Claimed	13,529	13,529
Cash Fund Payment (\$)²	\$1,116,659.14	\$1,151,559.41
Number of Times Credit Monitoring Services Claimed	4,881	4,881
Credit Monitoring (\$)	\$26,000	\$26,000
<b>Total (\$)</b>	<b>\$1,177,991.40</b>	<b>\$1,177,991.40</b>

## **VI. EXCLUSIONS AND OBJECTIONS**

16. ***Exclusions (Opt-Outs) Received.*** EisnerAmper has received seven (7) exclusion requests from Settlement Class Members as of March 5, 2026. The deadline to submit a request for exclusion expired

<sup>2</sup> This total assumes court approval of Plaintiffs' requested attorneys' fees and service awards and administrative costs as outlined in paragraph 18.

on February 4, 2026. A list of the individual who has timely requested exclusion from the Settlement is attached as **Exhibit B**.

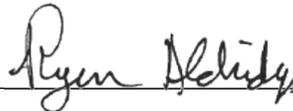
17. ***Settlement Objections.*** The Settlement Agreement directed objections be submitted to Class Counsel and Alabama Cardiology's counsel. EisnerAmper has not received any objections from Settlement Class Members. The deadline to object to the Settlement expired on February 4, 2026.

#### **VII. NOTICE AND ADMINISTRATION COSTS**

18. ***Costs of Notice Program.*** EisnerAmper has incurred \$241,967.34 in fees and costs completing the notice plan and administering the Settlement and anticipates incurring an additional \$32,366.81 in fees and costs for a total administration cost of \$274,334.16.

#### **VIII. CERTIFICATION**

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of Alabama that the foregoing is true and correct. Executed on this 5<sup>th</sup> day of March, 2026 at Baton Rouge, Louisiana.

A handwritten signature in cursive script that reads "Ryan Aldridge". The signature is written in black ink and is positioned above a horizontal line.

Ryan Aldridge

# Exhibit A

**Alabama Cardiovascular Group Data Incident Settlement**



[FIRST NAME] [LAST NAME]  
[ADDRESS1]  
[ADDRESS2]  
[CITY] [STATE] [ZIP]

Login ID: [LoginID]

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **March 6, 2026**.  
Only one Claim Form per Class Member.

Check this box if you would like to receive two years of Credit Monitoring and Insurance Services.

Check this box if you wish to make a claim for actual, documented losses up to \$5,000. To complete this request, you must either file a Claim online at the Settlement Website or print the full Claim Form found on the Settlement Website and submit the Claim via mail. This is because of the need to submit supporting documentation for this Claim.

Check this box if you would like to receive a *pro rata* cash Settlement Payment (as an alternative to receiving reimbursement for actual, documented losses).

Check this box to affirm that the above information is true and correct (**REQUIRED**).

How would you like to be paid:

Check **one**:  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

Mobile number or email address (**REQUIRED**): \_\_\_\_\_

\*Please provide the mobile number or email address associated with your PayPal, Venmo or Zelle account, or an email address for the Virtual Prepaid card.

*You must notify the Claims Administrator if your contact information is different from what is shown above, or of changes after you submit this form.*

KR57

Postal Service: Do Not Mark or Cover Barcode



*Tammy Brown, et al., v. Alabama Cardiology Group  
P.C. d/b/a Alabama Cardiovascular Group  
Case No. 01-CV-2024-903135*  
**If Alabama Cardiovascular Group  
Notified You That Your Personal  
Information Was Impacted in a  
July 2, 2024 Data Incident, a Proposed  
Class Action Settlement May Affect  
Your Rights and Entitle You to a Cash  
Payment.**  
For more information about the proposed class  
action settlement, including how to submit a claim,  
exclude yourself, or submit an objection, please  
visit  
[www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)  
or call toll-free 1-855-359-2114.  
A court has authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.

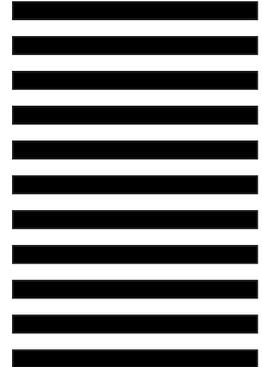
**ELECTRONIC SERVICE REQUESTED**  
[REDACTED]  
SETTLEMENT CLAIM ID: [claim Id]  
[FIRST NAME] [LAST NAME]  
[ADDRESS1]  
[ADDRESS2]  
[CITY] [STATE] [ZIP]

PRESORTED  
FIRST CLASS  
U.S. POSTAGE  
**PAID**  
FPI

**Alabama Cardiovascular Group  
Data Incident Settlement**  
P.O. Box 5229  
Baton Rouge, LA 70821



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE LA

POSTAGE WILL BE PAID BY ADDRESSEE

C/O SETTLEMENT ADMINISTRATOR  
ALABAMA CARDIOVASCULAR GROUP  
DATA INCIDENT SETTLEMENT  
PO BOX 5229  
BATON ROUGE LA 70821-9891



[www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com) 1-855-359-2114



THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.ALABAMACARDIODATASETTLEMENT.COM](http://WWW.ALABAMACARDIODATASETTLEMENT.COM) OR SCAN  
THIS QR CODE FOR COMPLETE INFORMATION.

**Why am I receiving this notice?** A Settlement has been reached with Alabama Cardiology Group, P.C. d/b/a Alabama Cardiovascular Group ("ACG" or "Defendant") in a class action lawsuit concerning the cyberattack on ACG's computer systems on or about July 2, 2024 (the "Data Breach"). Files containing your private information may have been accessed. ACG denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com).

**Who is included in the Settlement?** The Court has defined the class as: "All United States citizens who had Private Information accessed and/or acquired as a result of the Data Breach, including all who were sent a notice of the Data Breach."

**What are the Settlement benefits?** You may submit a Claim Form to request two years of Credit Monitoring and Insurance Services and (A) reimbursement for actual, documented monetary losses up to \$5,000 or (B) an alternative pro rata cash payment. Requirements and instructions may be found at [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com).

**How do I receive a benefit?** To claim the Credit Monitoring and Insurance Services and/or a cash payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail.

Postage is already paid. To submit a Claim for documented losses, visit [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com) or call 1-855-359-2114. Claims must be submitted online or postmarked by March 6, 2026.

**Who represents me?** The Court has appointed Jonathan S. Mann of Pittman, Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Raina Borrelli of Strauss Borrelli PLLC, and Tyler J. Bean of Sirtl & Glimstad LLP to represent you and the Class ("Class Counsel").

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by February 4, 2026 or you want to sue ACG for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by February 4, 2026. The Settlement Agreement, available at [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com), explains how to object or exclude yourself.

**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case 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, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees up to \$742,000.00 and reasonable expenses, and \$5,000.00 for each of the Plaintiffs named in the case: Tammy Brown, Vanessa Brooks, and Emily Smith Sanders. You may attend the hearing at your own cost, but you do not have to.

**THIS NOTICE IS ONLY A SUMMARY.**  
VISIT [WWW.ALABAMACARDIODATASETTLEMENT.COM](http://WWW.ALABAMACARDIODATASETTLEMENT.COM) OR SCAN  
THIS QR CODE FOR COMPLETE INFORMATION.

*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

Your claim must  
 be submitted  
 online or  
 postmarked by:  
 [3/6/2026]

Your claim must  
 be submitted  
 online or  
 postmarked by:  
 [3/6/2026]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**GENERAL INSTRUCTIONS**

**Who is eligible to file a Claim?** All Class Members may file a Claim. The court has defined the Class as: “all 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.”

**Excluded from the Settlement Class** are: (a) all persons who are directors, officers, and agents of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action and their immediate family, and Court staff.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR BOTH OF THE FOLLOWING SETTLEMENT BENEFITS.**

**AVAILABLE BENEFITS**

Alabama Cardiology Group, P.C. d/b/a Alabama Cardiovascular Group (“ACG”), will pay for three benefits. You are not limited to one benefit. You may file a Claim for each benefit that you qualify for.

**BENEFITS**

**Credit Monitoring and Insurance Services (“CMIS”).** All Class Members are eligible to receive two (2) years of Credit Monitoring and Insurance Services, specifically CyEx Medical Shield Complete, and includes the following features:

- (1) real time monitoring of the credit file at one bureau;
- (2) dark web scanning with immediate notification of potential unauthorized use;
- (3) comprehensive public record monitoring;
- (4) identity theft insurance (no deductible) up to \$1,000,000.00; and
- (5) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**Documented Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Breach, you may file a Claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

You must provide documentation and an attestation under penalty of perjury related to the Data Breach.

This benefit covers out-of-pocket expenses like:

- (1) unreimbursed losses relating to fraud or identity theft;
- (2) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- (3) costs associated with freezing or unfreezing credit with any credit reporting agency;
- (4) credit monitoring costs that were incurred on or after mailing of the notice of the cybersecurity incident, through the date of claim submission; and
- (5) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges;

**Questions? Call 1-855-359-2114 Toll-Free or Visit [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)**

*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

**Your claim must  
be submitted  
online or  
postmarked by:  
[3/6/2026]**

**Your claim must  
be submitted  
online or  
postmarked by:  
[3/6/2026]**

**DATA INCIDENT SETTLEMENT CLAIM FORM**

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit “self-prepared” documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@AlabamaCardioDataSettlement.com](mailto:info@AlabamaCardioDataSettlement.com)
- Call toll free, 24/7: 1-855-359-2114
- By mail: Alabama Cardiovascular Group Data Incident Settlement c/o Settlement Administrator, P.O. Box 5229, Baton Rouge, LA 70821.

**Cash Fund Payment.** In the alternative to the Documented Loss Payment, Class Members may submit a claim to receive a *pro rata* Settlement Payment in cash.

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

ACG Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box 5229  
Baton Rouge, LA 70821

The completed Claim Form can also be submitted by email to [info@AlabamaCardioDataSettlement.com](mailto:info@AlabamaCardioDataSettlement.com).

The deadline to submit a Claim Form online or by email is **March 6, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **March 6, 2026**.

**Questions? Call 1-855-359-2114 Toll-Free or Visit [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)**

*Tammy Brown, et al., v. Alabama Cardiology Group P.C.  
d/b/a Alabama Cardiovascular Group,  
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Your claim must  
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[3/6/2026]

Your claim must  
be submitted  
online or  
postmarked by:  
[3/6/2026]

**DATA INCIDENT SETTLEMENT CLAIM FORM**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form. All fields are required.

First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	Notice ID (if known)

**II. CREDIT MONITORING AND INSURANCE SERVICES (AVAILABLE TO ALL CLASS MEMBERS)**

- Check this box if you would like to receive two (2) years of credit monitoring by CyEx Medical Shield Complete.

**III. DOCUMENTED LOSSES**

- Check this box if you are claiming reimbursement for **documented** out-of-pocket losses that were incurred as a result of the Data Incident. **You must submit supporting documentation.** You may submit “self-prepared” documents to add clarity or support other submitted documentation, but self-prepared documents by themselves are **not sufficient** to file a valid claim.

The maximum amount for this reimbursement is \$5,000.00 per Class Member.

*Please complete this table, describing the supporting documentation you are submitting.*

Description of Documentation Provided	Amount
<i>Example: Overdraft fees</i>	<i>\$40</i>

**Questions? Call 1-855-359-2114 Toll-Free or Visit [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)**

**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

**Your claim must  
be submitted  
online or  
postmarked by:  
[3/6/2026]**

**Your claim must  
be submitted  
online or  
postmarked by:  
[3/6/2026]**

**DATA INCIDENT SETTLEMENT CLAIM FORM**

<b>TOTAL OUT-OF-POCKET LOSSES:</b>	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

\* If your request for documented losses is denied, you will receive the Cash Fund Payment.

**IV. CASH FUND PAYMENT**

Check this box if you are claiming the *pro rata* cash payment and did *not* request to receive reimbursement for Documented Losses.

**V. PAYMENT SELECTION**

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

**Check one:**     Paypal     Venmo     Zelle     Virtual Prepaid Card     Check (sent to Sec. I address)

Mobile Number/Email Address (**REQUIRED**):

\*Please provide the mobile number or email address associated with your PayPal, Venmo or Zelle account, or an email address for the Virtual Prepaid card.

**VI. ATTESTATION & SIGNATURE**

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Questions? Call 1-855-359-2114 Toll-Free or Visit [www.AlabamaCardioDataSettlement.com](http://www.AlabamaCardioDataSettlement.com)**

**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.**

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**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.**

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- 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

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<b>The Settlement Class Member Benefits—What You Get if You Qualify</b> .....	4
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## 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.

<b>Clerk of the Court</b>	<b>Class Counsel</b>
<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>
<b>Defendant's Counsel</b>	<b>Settlement Administrator</b>
<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.

# Exhibit B

**Exclusions**

<b>Date Received</b>	<b>First Name</b>	<b>Last Name</b>	<b>State</b>
1/8/2026	ANITA	MCCORD	AL
1/8/2026	DOUGLAS	WIMPEE	AL
1/8/2026	SARAH	DUNCAN	AL
1/8/2026	RUTH	DUNCAN	AL
1/24/2026	THOMAS	PATTERSON	AL
1/26/2026	JAMES	MILLER	AL
2/2/2026	KEARNEY	HUTSLER	AL

# **EXHIBIT 2**

**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,**

**v.**

**ALABAMA CARDIOLOGY GROUP, P.C.,  
d/b/a ALABAMA CARDIOVASCULAR  
GROUP,**

**Defendant.**

**Case No. 01-CV-2024-903135**

**[PROPOSED] FINAL APPROVAL ORDER & JUDGMENT**

This matter coming before the Court on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”). The Court, having considered the Motion, the supporting memorandum of law, the Parties’ Settlement Agreement (the “Agreement”), the pleadings and other papers filed in this Action, and the statements of counsel and the parties, has determined that the proposed Settlement satisfies the criteria for final approval and the proposed Settlement Class is certified for settlement purposes only. Accordingly, good cause appearing in the record, Plaintiffs’ Motion is **GRANTED** as follows:

1. Unless defined herein, all defined terms in this order shall have the respective meanings ascribed to the same terms in the Agreement.

2. The Court has conducted a final evaluation of the Settlement set forth in the Agreement. Based on this evaluation, the Court finds that the Agreement meets all applicable requirements of Alabama Rule of Civil Procedure 23 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to

members of the Settlement Class that predominate, that the Class Representatives fairly and adequately protect the interests of the Settlement Class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the Settlement is fair, reasonable, and adequate; (ii) the Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement is in the best interests of the Settlement Class Members. Therefore, the Court grants final approval of the Settlement.

**Provisional Certification of the Settlement Class**

4. Pursuant to Alabama Rule of Civil Procedure 23, and for settlement purposes only, the Court certifies the following Settlement Class:

All 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.

Excluded from the Settlement Class are the Court, the officers and directors of Defendant, persons who have been separately represented by an attorney and entered into a separate settlement agreement in connection with the Data Breach, and persons who timely and validly request exclusion from the Settlement Class.

5. The Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Alabama Rule of Civil Procedure 23, are satisfied in that:

- A. the Settlement Class is so numerous that joinder of all members is impracticable;
- B. there are questions of law or fact common to the Settlement Class;
- C. Plaintiffs and Class Counsel fairly and adequately represent the Settlement

Class;

- D. the claims of Plaintiffs are typical of those of Settlement Class Members;
- E. common issues predominate over any individual issues affecting the members of the Settlement Class;
- F. Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- G. settlement on a class action basis is superior to other means of resolving this matter.

6. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Tammy Brown, Vanessa Brooks, and Emily Smith Sanders as Class Representatives.

7. For settlement purposes only, the Court hereby approves the appointment EisnerAmper as the Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Agreement or this Order.

8. For settlement purposes only, the Court hereby approves the appointment of PITTMAN, DUTTON, HELLUMS, BRADLEY, & MANN, P.C., STRAUSS BORRELLI PLLC, and SIRI & GLIMSTAD LLP, as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Settlement Class Counsel.

9. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of a mediator; (b) meets all applicable

requirements of law, including Alabama Rule of Civil Procedure 23; and (c) is not a finding or admission of liability by Defendant.

### **Notice**

10. Notice of the Final Approval Hearing, the proposed attorneys' fees, costs, and expenses, and the proposed Service Award payment to Class Representatives have been provided to Settlement Class Members as directed by this Court. An affidavit or declaration of the Settlement Administrator's compliance with the notice program has been filed with the Court.

11. The Court finds that such Notice constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Alabama Rule of Civil Procedure 23.

### **Exclusions and Objections**

12. The persons listed and identified on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper requests for exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Final Approval Order.

13. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against the Released Parties.

14. Any member of the Settlement Class who failed to file and serve a timely written objection in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

**Award of Attorneys' Fees, Costs, and Expenses and Plaintiffs' Service Awards**

15. The Court has considered Plaintiffs' Motion and Memorandum for Approval of Attorneys' Fees, Expenses, and Service Awards.

16. The Court awards Class Counsel one third of the Settlement Fund, \$741,666.66, as an award of attorneys' fees and \$16,007.78 in costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid by the Defendant, separate and apart from any benefits provided to Settlement Class Members and the costs of notice and Settlement Administration. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

17. The Court awards \$5,000 to each Class Representative, for a total of \$15,000, in recognition of their efforts on behalf of the Settlement Class.

18. The Court orders payment of Settlement Administration costs and expenses to EisnerAmper for performance of its settlement notice and claims administration services.

19. Defendant shall pay the attorneys' fees, costs, and expenses to the Settlement Administrator within thirty (30) days of the Effective Date.

**Final Approval**

20. The Court has considered all 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.

21. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members

release claims against Defendant and all Released Parties, as defined in the Settlement Agreement.

22. On the Effective Date as provided for under the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member (collectively and individually, the “Releasing Parties”), and (ii) Settlement Class Counsel will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

23. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

24. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

25. In accordance with Alabama Rule of Civil Procedure 23, this Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Dated: \_\_\_\_\_, 2026

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**CIRCUIT JUDGE**

# **EXHIBIT 1**

#	Name
1.	ANITA MCCORD
2.	DOUGLAS WIMPEE
3.	SARAH DUNCAN
4.	RUTH DUNCAN
5.	THOMAS PATTERSON
6.	JAMES MILLER
7.	KEARNEY HUTSLER