



AlaFile E-Notice

01-CV-2024-903152.00

Judge: PAT BALLARD

To: MANN JONATHAN STEPHEN
jonm@pittmandutton.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

IRENE HALL ET AL V. ALABAMA CARDIOLOGY GROUP, P.C. D/B/A ALABAMA CARDI
01-CV-2024-903152.00

The following matter was FILED on 11/6/2025 4:16:59 PM

Notice Date: 11/6/2025 4:16:59 PM

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

205-325-5355
jackie.smith@alacourt.gov



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
 BIRMINGHAM DIVISION**

TAMMY BROWN,
Plaintiff,

v.

ALABAMA CARDIOLOGY GROUP,
P.C.,
Defendant.

01-CV-2024-903135

CONSOLIDATED WITH

IRENE HALL, ET AL.,
Plaintiffs,

v.

ALABAMA CARDIOLOGY GROUP,
P.C.,
Defendant.

01-CV-2024-903152

CONSOLIDATED WITH

ALBERTA FELDER,
Plaintiff,

v.

ALABAMA CARDIOLOGY GROUP,
P.C.,
Defendant.

01-CV-2024-903413

CONSOLIDATED WITH

THOMAS GREER, ET AL.,
Plaintiffs,

v.

ALABAMA CARDIOLOGY GROUP,
P.C.,
Defendant.

01-CV-2024-903383

	CONSOLIDATED WITH	
VANESSA BROOKS, ET AL.,	)	
Plaintiffs,	)	
	)	
v.	)	01-CV-2024-903291
	)	
ALABAMA CARDIOLOGY GROUP,	)	
P.C.,	)	
Defendant.	)	

	CONSOLIDATED WITH	
WILIAM SMITH,	)	
Plaintiff,	)	
	)	
v.	)	01-CV-2024-903200
	)	
ALABAMA CARDIOLOGY GROUP,	)	
P.C.,	)	
Defendant.	)	

	CONSOLIDATED WITH	
DALE GOODWIN,	)	
Plaintiff,	)	
	)	
v.	)	01-CV-2024-903497
	)	
ALABAMA CARDIOLOGY GROUP,	)	
P.C.,	)	
Defendant.	)	

	CONSOLIDATED WITH	
DELPHINE HOLLOWAY,	)	
Plaintiff,	)	
	)	
v.	)	01-CV-2024-903650
	)	
ALABAMA CARDIOLOGY GROUP,	)	
P.C.,	)	
Defendant.	)	

**ORDER GRANTING PLAINTIFFS' *UNOPPOSED* MOTION & MEMORANDUM IN
SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

The undersigned having held a Preliminary Approval Hearing on October 31, 2025, at 11:00 AM in the Circuit Court of Jefferson County, Alabama, 716 Richard Arrington Jr. Blvd.

N., Room 340, Birmingham, Alabama 35203, and having considered Plaintiffs' UNOPPOSED MOTION & MEMORANDUM IN SUPPORT OF PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT ("the Motion for Preliminary Approval"), the supporting Memorandum, the Parties' Settlement Agreement, the proposed Summary Notice, Long-Form Notice, and Claim Form, and all other matters submitted to it at the Preliminary Approval Hearing and otherwise, and finding no just reason for delay in entry of this Order granting preliminary approval of the class action settlement in this case, (this "Order") and good cause appearing therefor, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised, the Court hereby ORDERS as follows:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, which is attached to Plaintiffs' Motion for Preliminary Approval as Exhibit 1, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.
2. The Court has jurisdiction over (a) the claims at issue in the lawsuits, (b) Plaintiffs TAMMY BROWN, VANESSA BROOKS, EMILY SMITH SANDERS and all other named plaintiffs in these consolidated cases, individually and on behalf of all others similarly situated ("the Plaintiffs" or "the Settlement Class"), and (c) Defendant Alabama Cardiovascular Group ("Defendant" or "ACG") (and together with Plaintiffs, "the Parties").
3. This Order is based on Alabama Rule of Civil Procedure 23 ("Rule 23").
4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiffs' Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of

possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members, pursuant to Rule 23.

PROCEDURAL HISTORY

5. This case involves a putative class action against ACG relating to a cyber incident against Defendant's computer systems which contained certain personal information of approximately 280,534 individuals in all (hereinafter, the "Data Breach"). ACG provided notice of the Data Breach and mailed notification letters to all potentially impacted individuals for which it had addresses in approximately August, 2024.

6. The Plaintiffs filed a Consolidated Class Action Complaint on December 30, 2024 ("Action"), after eight individual lawsuits regarding the Data Breach were filed against Defendant between August 12, 2024, and September 11, 2024. On February 13, 2025, Defendant answered the Consolidated Complaint.

7. Between February and April 2025, the Parties each served and responded to formal discovery requests.

8. After exchanging formal and informal discovery to confirm the foundational facts of the case, the Parties worked at arms' length to negotiate a settlement with numerous phone calls, emails, and mediation.

9. On July 10, 2025, the Parties participated in a full day mediation session with Jill R. Sperber, an experienced data breach class action mediator, but were unable to reach an agreement.

10. Thereafter, the Parties continued their hard-fought negotiations with assistance of Jill R. Sperber, and were eventually able to come to an agreement in principle on July 17, 2025.

11. After the Parties ultimately reached an agreement in principle on all material terms of substantive relief for the settlement class, they began negotiating the amount of attorneys' fees and costs that Defendant would pay to Class Counsel (subject to Court approval) and the amount of service awards Defendant would pay to the Class Representatives (also subject to Court approval). At all times, the issue of attorneys' fees, costs, and class representative service awards was negotiated separately from the settlement relief to class members. Like the other negotiations, these negotiations were conducted at arm's length.

12. Following negotiations, the Parties ultimately reached an agreement in principle on all issues related to the settlement and began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, notices, and claim forms. Plaintiffs' counsel obtained bids from multiple claims administrators and ultimately selected a qualified and cost-effective company after an extensive bidding process. The Settlement Agreement resulted from hard fought and adversarial negotiations. The time and effort spent by all parties to this litigation demonstrate the rigor, intensity, and thoroughness of the mediation efforts, as well as the Parties' commitment to working constructively toward a resolution. The proposed settlement addresses the reasonable objectives of the litigation. The exchange of information throughout the settlement process allowed the Parties to sufficiently understand the relative strengths and weaknesses of their positions when fashioning the proposed settlement.

SETTLEMENT BENEFITS

13. The Settlement negotiated on behalf of the Class provides for monetary relief to be paid by ACG to eligible claimants of a Settlement Class consisting of 280,534 persons whose personal information was potentially compromised as a result of the Data Breach and who were sent written notice thereof. ACG will fund a \$2,225,000.00 non-reversionary common fund to

provide each claimant with either (1) a pro rata cash payment (estimated to total \$100) or (2) reimbursement for actual out-of-pocket losses up to \$5,000.00 per person, as well as the option to enroll in medical and credit monitoring. The common fund will also be used to pay for the costs of notice and settlement administration and Plaintiffs' service awards and attorneys' fees and costs awarded by the Court.

CLASS CERTIFICATION

14. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally certifies the class, defined as follows:

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.

15. The Settlement Class specifically excludes: Defendant, Defendant's parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which Defendant or its parents has a controlling interest, or any of their current or former officers and directors; any judge providing over the Action and members of their families; persons who properly execute and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Plaintiffs' counsel and Defendant's counsel; and the legal representatives, successors, and assigns of any such excluded persons.

16. The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Plaintiffs' claims are typical of the claims of the Settlement Class; (d) the Plaintiffs will fairly and adequately

protect the interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Alabama Rules of Civil Procedure 23(a)(1)-(4), (b)(3).

SETTLEMENT CLASS REPRESENTATIVES AND CLASS COUNSEL

17. TAMMY BROWN, VANESSA BROOKS, and EMILY SMITH SANDERS are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, will be adequate Class Representatives.

18. The Court finds that PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C., STRAUSS BORRELLI PLLC, and SIRI & GLIMSTAD LLP are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

NOTICE TO SETTLEMENT CLASS

19. No later than thirty-five (35) days after entry of this Preliminary Approval Order (the “Notice Date”), Notice shall be provided to Settlement Class Members via postcard mail to the postal address used for providing notice to the Settlement Class Members by ACG. The Notice Plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the forms of Summary Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Claims Administrator will also provide

copies of the forms of Summary Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request of Settlement Class Members.

20. Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Complaint in the Action, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Claims Administrator directly. The Settlement Website shall further allow for submission of Requests of Exclusion electronically through the Settlement Website.

21. The Claim Form, Summary Notice, and Long Form Notice, attached as Exhibits A, F and D, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy state statutory requirements and due process under Alabama Rule of Civil Procedure 23(c)(2), the United States Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and

constitute due, adequate, and sufficient notice to all Settlement Class Members.

22. The Notice Plan set forth in the Settlement Agreement and described herein satisfies the requirements Alabama Rule of Civil Procedure 23(c)(2), provides the best notice practicable under the circumstances, and is hereby approved.

23. The Claims Administrator is directed to carry out Notice as set forth in the Settlement Agreement.

24. Settlement Class Members who seek to be excluded from the Settlement Class shall individually sign and timely submit written notice of such intent electronically through the Settlement Website or to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest the intent to be excluded from the Settlement Class. To be effective, written notice must be electronically submitted or mailed with the postmark dated no later than sixty (60) days after the Notice Date. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not timely request to be excluded from the Settlement Class in the manner set forth in the Settlement Agreement shall be bound by the terms of the Settlement Agreement and Final Approval Order and Judgment entered thereon.

25. In the event that the Court does not issue Final Approval or the Effective Date does not occur, the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the

Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

26. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. In addition to the foregoing, objections must also provide the following information: (a) a list, by 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 within the last three (3) years; and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff or class representative. The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must mail a copy of their objection to the Clerk of the Court, Class Counsel, and Defendant's Counsel as stated herein.

27. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the Notice Date and served concurrently therewith upon by mail (postmarked no later than sixty (60) days after the Notice

Date) to Class Counsel (Attn: Jonathan S. Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C., 2001 Park Place North, Suite 1100, Birmingham, AL 35203); and counsel for ACG (Attn: Jonathan O. Harris, Jackson Lewis P.C., 611 Commerce Street, Suite 2803, Nashville, TN 37203).

28. Any Settlement Class Member who does not make their objections to the Settlement in the manner and by the date set forth herein shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions stated herein and set forth in the Settlement Agreement.

29. Without limiting the foregoing, any challenge to the Settlement Agreement, this Preliminary Approval Order, the Final Approval Order, and Final Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

30. The Claims Administrator shall calculate and administer the claims submitted by Settlement Class Members in accordance with the terms of the Settlement Agreement. Class Counsel and Counsel for Defendant shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator shall determine the validity or invalidity of any such claims and such determination shall be binding, subject to the dispute resolution process set forth in the Settlement Agreement.

31. The Court appoints EisnerAmper as Settlement Administrator.

32. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

33. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

34. If the Final Approval Order and Final Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement and will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including the Releases contained therein and the Final Approval Order and Judgment.

35. Prior to the Final Approval Hearing, Class Counsel and ACG shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the Notice provided to the Settlement Class Members.

FINAL APPROVAL HEARING

36. A Final Approval Hearing shall be held not less than one hundred twenty (120) days following the entry of this Order, to wit, on March 20, 2026, at 10:00 A.M., CDT, in the Courtroom of the Honorable Pat Ballard, Circuit Court of Jefferson County, Alabama, 716 Richard Arrington Jr. Blvd. N., Room 340, Birmingham, Alabama 35203, or as otherwise directed by the Court, to be noticed on the Settlement Website.

37. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

38. At the Final Approval Hearing, the Court will determine whether: (1) this Action should be finally certified as a class action for settlement purposes pursuant to Alabama Rules of Civil Procedure 23(a)(1)-(4), (b)(3) & (c)(1); (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for Attorneys' Fee Award and Costs should be approved; (6) the Class Representatives' requests for Service Awards should be approved; and (7) the Parties, their respective attorneys, and the Settlement Administrator should consummate the Settlement in accordance with the terms of the Settlement Agreement.

39. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class Representatives' requests for Service Awards no later than fourteen (14) days prior to the Objection Deadline.

40. Class Counsel shall file a motion for Final Approval and Final Judgment of the Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing.

RELEASE

41. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns (collectively, the "Releasors") shall be deemed to have released, acquitted, and forever discharged any and all Released Claims they

have or may have, whether known or unknown, against Alabama Cardiology Group, P.C. or Alabama Cardiovascular Group, as well as any and all of their respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, as well as any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees, and all their predecessors, successors, and assigns, in their individual and official capacities, both jointly and severally (collectively, the “Releasees”).

TERMINATION

42. In the event that the Effective Date does not occur, class certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

43. In the event the Settlement is terminated, the Parties to the Settlement Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of the Settlement Agreement, and, except as otherwise expressly provided in the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

SUMMARY OF DEADLINES

44. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this

Order include, but are not limited to:

<u>EVENT</u>	<u>DATE</u>
Notice Date	No later than 30 days after entry of this Preliminary Approval Order: December 6, 2025
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Expenses and Service Awards for Class Representatives	No later than 14 days prior to the Objection Deadline: January 21, 2026
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Date: February 4, 2026
Deadline for Class Members to Object to Settlement	60 days after the Notice Date: February 4, 2026
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after Notice Date: March 6, 2026
Deadline for Plaintiffs to File Motion for Final Approval and Judgment	No later than 14 days prior to the date of the Final Approval Hearing: March 6, 2026
Final Approval Hearing	March 20, 2026, at 10:00 a.m. CDT

45. Upon application of the Parties and for good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further details regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

DONE and ORDERED this 6th day of November, 2025.

/s/ PAT BALLARD
CIRCUIT JUDGE