



## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, dated September 5, 2025, is made and entered into by and among Plaintiffs Tammy Brown, Vanessa Brooks and Emily Smith Sanders ("Plaintiffs"), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Alabama Cardiology Group, P.C. ("ACG"). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs' and the Settlement Class's Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

### **RECITALS**

**WHEREAS**, ACG discovered that it was subject to a cyberattack. ACG initiated a comprehensive investigation to determine the extent of impact on the network. Through the investigation, it discovered that on or about July 2, 2024, an unauthorized third-party gained access to ACG's network and may have impacted Personal Information (the "Data Breach").

**WHEREAS**, during the period of the Data Breach, an unauthorized third party may have gained access to the Personally Identifying Information ("PII") and/or Personal Health Information ("PHI") of approximately 280,534 individuals.

**WHEREAS**, ACG began notifying impacted individuals about the Data Breach on or around August 2, 2024.

**WHEREAS**, on December 30, 2024, Plaintiffs Tammy Brown, Vanessa Brooks and Emily Smith Sanders filed a Consolidated Class Action Complaint in the Circuit Court for Jefferson County, in the State of Alabama, Case No. 01-CV-2024-903135.00 (the "Action" or the "Consolidated Complaint"). This Consolidated Complaint consolidated eight different lawsuits regarding the Data Breach, including lawsuits previously filed by Tammy Brown, Vanessa Brooks, and Emily Smith Sanders.

**WHEREAS**, after the Parties engaged in formal written discovery and exchanged documents, and after considerable meet and confer efforts, the Parties agreed to mediate the case.

**WHEREAS**, in preparation for the scheduled mediation, the Parties exchanged additional information related to the Action, including the composition of the putative class. The Parties also prepared for mediation by laying out their respective positions on the litigation in writing, including with respect to the merits, class certification and settlement, to each other and the mediator.

**WHEREAS**, in the weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations.

**WHEREAS**, on July 10, 2025, the Parties engaged in a mediation session before Jill R. Sperber, Esq. of Sperber Dispute Resolution. Ms. Sperber has been involved in the mediation and/or arbitration of more than fifteen hundred disputes, including cases ranging from general business and personal disputes to complex, high-stakes, and multi-party matters. Prior to her starting her ADR career, Ms. Sperber worked in private practice for nearly ten years and previously

served as a law clerk to the Hon. Gary L. Taylor (Ret.) of the Central District of California, and the Hon. Ferdinand F. Fernandez of the Ninth Circuit. That mediation session did not result in a settlement. On July 14, 2025, Ms. Sperber made a mediator's proposal, which the parties accepted. The mediation process assisted the parties in resolving their outstanding differences and resulted in an agreement to settle this matter in principle. In the time that followed that mediation session, the Parties were able to finalize all the terms of this Settlement Agreement.

**WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

**WHEREAS**, Proposed Settlement Class Counsel ("Class Counsel"), on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and ACG's potential defenses, including conducting independent investigation and confirmatory discovery, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses ACG may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

**WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

**WHEREAS**, ACG has similarly concluded that this Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class with a settlement that is fair, reasonable, and adequate.

**WHEREAS**, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only, and ACG specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by ACG of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

**WHEREAS**, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

**WHEREAS**, this Agreement is conditioned upon the Court approving this settlement at a Final Approval Hearing, the staying of the pending Action, and the dismissal of the Action after final Court approval of this settlement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

## **DEFINITIONS**

As used in this Agreement, the following terms shall be defined as follows:

“ACG” or “Defendant” means Defendant Alabama Cardiology Group, P.C. and its current and former affiliates, parents, subsidiaries, and successors.

“ACG’s Counsel” or references to counsel for ACG means attorney Jonathan O. Harris, Daniel B. Harris, and other attorneys at the law firm Jackson Lewis P.C.

“Action” means the class action captioned *Tammy Brown, Vannessa Brooks, and Emily Smith Sanders v. Alabama Cardiology Group, P.C. d/b/a Alabama Cardiology Group*, Case No. 01-cv-2024-903135.00, filed on December 30, 2024, in the Circuit Court for Jefferson County, in the State of Alabama.

“Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

“Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.

“Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

“Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.

“Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.

“Claim Form” means the form attached hereto as **Exhibit C**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

“Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting Preliminary Approval.

“Claims Period” means the period of time during which Class Members may submit Claim Forms to receive their given share of the Settlement Benefits and shall commence on the Notice Date and shall end on the date ninety (90) days thereafter.

“Class Counsel” or “Settlement Class Counsel” means Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Raina Borrelli of Stauss Borelli PLLC, and Tyler Bean of Siri & Glimstad LLP.

“Class Member” means a member of the Settlement Class.

“Class Representatives” mean Tammy Brown, Vanessa Brooks and Emily Smith Sanders.

“Court” means the Circuit Court for Jefferson County, in the State of Alabama.

“Data Breach” refers to the unauthorized access that is the subject of the Action and which ACG learned may have impacted PHI and PII on or around July 2, 2024, and disclosed publicly on or around August 2, 2024.

“Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are reasonably traceable to the Data Breach, as further described in Section 2(d) below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not attributable to the Data Breach and incurred on or after June 23, 2024.

“Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 9 below.

“Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.

“Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

“Final Approval Order and Judgment” means the order to be entered by the Court after the Final Approval Hearing which among other things, approves the Settlement Agreement and the settlement as fair, adequate, and reasonable, enter the Judgment, dismisses the Action with prejudice, and confirms that final certification of the Settlement Class. The Final Approval Order must be substantially similar to the form attached hereto as **Exhibit E**.

“Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Alabama Rules of Civil Procedure and whether to issue the Final Approval Order and Judgment.

“Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit B**.

“Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.

“Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.

“Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty-five (35) days after entry of the Preliminary Approval Order.

“Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

“Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date.

“Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline by which Class Members must postmark a Request for Exclusion shall be sixty (60) days following the Notice Date and will be clearly set forth in the Settlement Class Notice.

“Parties” means the Plaintiffs and Defendant ACG.

“Personal Health Information” or “PHI” means private health information of ACG’s patients potentially compromised by the Data Breach.

“Personally Identifying Information” or “PII” means identifying information potentially compromised in the Data Breach, including names, Social Security numbers, driver’s license numbers, W-2 forms and/or bank account numbers.

“Plaintiffs” means Tammy Brown, Vannessa Brooks and Emily Smith Sanders.

“Preliminary Approval Order” means an order by the Court that grants conditional certification of the Settlement Class, preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as **Exhibit D**.

“Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

“Related Federal or State Actions” means any lawsuits besides the instant one, asserting claims that are substantially similar to the claims raised in this litigation.

“Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the Data Breach regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action. “Released

Claims” do not include any claims against any entity other than Released Parties and are subject to Section 3 below.

“Released Parties” means Defendant and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Released Parties includes CHSPC, LLC, and any of its predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

“Request for Exclusion” is the written communication by a Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.

“Service Award” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Section 7 below.

“Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

“Settlement Administrator” means EisnerAmper, the third-party class action settlement administrator to selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests for exclusion from the Class. Class Counsel and ACG may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

“Settlement Benefit(s)” means any Settlement Payment, the Credit Monitoring and Insurance Services, the Documented Loss Payments, the Cash Fund Payments, the Prospective Relief set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.

“Settlement Class” and “Class” means 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: (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.

“Settlement Fund” means the sum of **Two Million, Two Hundred and Twenty-Five Thousand Dollars (\$2,225,000.00)**, to be paid by ACG, as specified in Section 2(a) of this Agreement.

“Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Section 2(d) herein.

“Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

“Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit A**.

“Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or



cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

“Unknown Claims” means any and all Released Claims that ACG or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class Representative(s) and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

## 1. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

(a) ACG agrees to adopt, continue, and/or implement reasonable data and information security measures, as determined by ACG and at its expense, which are designed to strengthen ACG’s data and information security from the date of the Data Breach. The parties have agreed that the aforementioned measures will be maintained by ACG for at least five years from the Effective Date of this Agreement. All costs associated with these data and information security measures shall be paid for by ACG separate and apart from the Settlement Fund.

(b) Within 30 days of the date of ACG’s execution of this Agreement, ACG will provide Class Counsel with a confidential letter attesting to the security-related measures implemented and planned. Upon request, ACG shall submit the declaration to the Court for *in camera* review.

## 2. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS

(a) ACG agrees to make or cause to be made a payment of **Two Million, Two Hundred and Twenty Five Thousand Dollars and No Cents (\$2,225,000.00)** to constitute the Settlement Fund. Within **twenty-one (21) days** of the Court granting preliminary approval to the Settlement, ACG shall make a preliminary payment of **Five Hundred Thousand Dollars (\$500,000.00)** to the Settlement Administrator to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the “Escrow Account”). ACG agrees to create the remainder of the Settlement Fund (i.e., **One Million Seven Hundred and Twenty-Five Thousand Dollars, \$1,725,000**) within **twenty-one (21) days** after the expiration of all rights of appeal from the Final Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1). ACG will not be responsible for any additional monetary obligation beyond the Settlement Fund, regardless of how many class members submit claim forms. The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents

(\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), the Fee Award and Costs, and Service Awards.

(b) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.

(c) The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the “administrator” of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant’s Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

(d) Settlement Payments: Each Class Member may qualify and submit a claim for one or more of the following:

(i) Documented Loss Payment. Class Members may submit a claim for Settlement Payment of up to \$5,000.00 (Five Thousand Dollars) for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member’s claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member

fails to cure his or her claim, the claim will be rejected. All rejected claims—that Class Members fail to cure—will be automatically converted into claims for the Cash Fund Payment.

(ii) 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 (“Cash Fund Payment”). The amount of the Cash Fund Payment is subject to a *pro rata* increase or decrease and will be calculated in accordance with Section 2(i) below.

(iii) Credit Monitoring and Insurance Services (“CMIS”). Class Members may elect to claim two years of CMIS, specifically CyEx Medical Shield Complete, which includes one credit bureau monitoring services and \$1 million in identity theft insurance. 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.

(e) Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods—including, but not limited to, PayPal, Venmo, and CashApp. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

(f) Deadline to File Claims. Claim Forms must be received postmarked or electronically within ninety (90) days after the Notice Date.

(g) The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims, and the Settlement Administrator shall consult with Class Counsel to determine whether late-posted claims should be considered. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

(h) Timing of Settlement Benefits. Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

(i) Distribution of Settlement Payments: The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Award, and (iv) taxes. The remaining amount is the Net Settlement Fund.

The Settlement Administrator will first apply the Net Settlement Fund to pay valid claims for Documented Loss Payments. In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a *pro rata* basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be used for CMIS claims or distributed to Claimants with Approved Claims for Cash Fund Payments.

If Net Settlement Funds remain after paying for Documented Loss Payments, the Settlement Administrator will next use it to pay valid claims for CMIS. In the event the Net Settlement Fund is insufficient to cover the payment for the CMIS claimed by Class Members, the duration of the CMIS coverage period will be reduced to exhaust the fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Approved Claims for Cash Fund Payments.

The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for the CMIS are made shall be referred to as the "Post CM/DL Net Settlement Fund." The Settlement Administrator shall then utilize the Post CM/DL Net Settlement Fund to make all Cash Fund Payments, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The amount of each Cash Fund Payment shall be calculated by dividing the Post CM/DL Net Settlement Fund by the number of valid claims submitted for Cash Fund Payments. In the event that the average check amount for Cash Fund Payments would be less than Three Dollars and No Cents (\$3.00), the monies in the Post CM/DL Net Settlement Fund shall be distributed in accordance with Section 2(k) pertaining to Residual Funds.

All such determinations for payment of Claims as set forth above shall be performed by the Settlement Administrator.

(j) Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have ninety (90) days following distribution to deposit or cash their benefit check.

(k) Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund (or Post CM/DL Net Settlement Fund) more than 120 days after the distribution of all Settlement Payments to the class members, a subsequent Settlement Payment will be evenly made to all Class Members with approved claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund (or Post CM/DL Net Settlement Fund) shall continue until the average check or digital payment in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund (or Post CM/DL Net Settlement Fund), if any, shall be distributed by mutual agreement of the Parties to the Electronic Privacy Information Center as a *cy pres* payment, subject to approval by the Court.

(l) Returned Payments. For any Settlement Payment returned to the Settlement

Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.

(m) Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to ACG after the Effective Date.

(n) Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to ACG and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

(o) Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of ACG and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to ACG and/or its insurers.

(p) Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.

(q) Payment / Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and ACG with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.

(r) Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

(s) Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

(t) Limitation of Liability. ACG and its Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(u) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(v) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representative, and ACG, and ACG's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

### 3. RELEASE

(a) Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list provided by ACG to the Settlement Administrator, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Breach or otherwise arises out of the same facts and circumstances set forth in the class action complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.

(b) The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

(c) Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

### 4. REQUIRED EVENTS AND COOPERATION BY PARTIES

(a) Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.

(b) Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.

(c) Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and ACG stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. ACG reserves

the right to contest class certification for all other purposes. Plaintiffs and ACG further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

(d) Resolution of Related Actions. The Class Representatives and Class Counsel shall cooperate and assist with any reasonable actions and steps in furtherance of the stay and dismissal of any Related Federal or State Actions, if any are filed prior to the entry of Final Approval by the Court.

(e) Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order. The Parties may file a Motion for Final Approval no later than fourteen (14) days prior to the Final Approval Hearing, and a Response to any objections to the Settlement or a Supplement to the Motion for Final Approval no later than seven (7) days prior to the Final Approval Hearing.

## **5. CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

(a) Notice shall be disseminated pursuant to the Court's Preliminary Approval Order. The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

(b) Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members via direct mail.

(c) Settlement Class List. Within twenty-one (21) days after the issuance of the Preliminary Approval Order, and contingent upon the Settlement Administrator executing a Data Protection Agreement that is acceptable to ACG, ACG will provide to the Settlement Administrator a list of any and all names, mailing addresses, telephone numbers, and email addresses of any and all Class Members that it has in its possession, custody, or control.

(d) Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement and Data Protection Agreement with Class Counsel and ACG's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, ACG, or ACG's Counsel, will be secure and used solely for the purpose of effecting this Settlement. The Data Protection Agreement will, at minimum, require the Settlement Administrator to: implement reasonable safeguards to secure the Settlement Class List and related data; require the Settlement Administrator to notify ACG within 48 hours of a data security incident involving ACG's data; and indemnify ACG for any costs associated with a data security incident involving the Settlement



Administrator or its vendors, including but not limited to all costs associated with investigating the data security incident and the cost of providing notice to affected individuals.

(e) Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

(f) Settlement Website. 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 in accordance with this Agreement. 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 Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.

(g) Opt-Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt-out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via US Mail, such Request for Exclusion must be in writing and must identify the case name “*Tammy Brown, et al. v. Alabama Cardiology Group, P.C.*”; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in ‘*Tammy Brown, et al. v. Alabama Cardiology Group, P.C.*’” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

In the event that within ten (10) days after the Opt-Out Date as approved by the Court, there have been more than **five-hundred (500)** timely and valid individual opt-outs (exclusions) submitted, ACG may, by notifying Class Counsel and the Court in writing, void this Agreement. If ACG terminates the Agreement under this section, ACG shall be obligated to pay the

Administrative Expenses incurred by the Settlement Administrator to that date for work performed in connection with the Agreement.

(h) Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than **sixty (60) days** after the Notice Date (the “Objection Deadline”). Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (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 himself 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. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: Jefferson County Circuit Clerk, Circuit Court for Jefferson County, State of Alabama, 716 Richard Arrington Jr Blvd N, Birmingham, AL 35203 or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

## 6. SETTLEMENT ADMINISTRATION

### (a) Submission of Claims.

#### (i) Submission of Electronic and Hard Copy Claims. Class Members may

submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

(ii) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

(b) Settlement Administrator's Duties.

(i) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

(ii) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.

(iii) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and ACG's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and ACG's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

(a) Receive Requests for Exclusion from Class Members and provide Class Counsel and ACG's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and ACG's Counsel;

(b) Provide weekly reports to Class Counsel and ACG's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or ACG's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;

(c) Make available for inspection by Class Counsel and ACG's Counsel the

Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;

(d) Cooperate with any audit by Class Counsel or ACG's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

(iv) Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

## **7. SERVICE AWARDS**

(a) Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$5,000.00 each (\$15,000.00 in total for the three Class Representatives). Class Counsel may file a motion seeking a Service Award for the Class Representatives on or before fourteen (14) days prior to the Objection Deadline.

(b) The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within fifteen (15) Business Days after the Effective Date.

(c) In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.

(d) The Parties did not discuss or agree upon the amount of the maximum amount of Service Award for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

## **8. ATTORNEYS' FEES, COSTS, AND EXPENSES**

(a) Class Counsel may file a motion seeking an award of attorneys' fees of up to one-third of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Cost shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within fifteen (15) Business Days after the Effective Date.

(b) Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.

(c) The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.

## 9. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

(a) The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:

- i. ACG and Class Counsel execute this Agreement;
- ii. The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;
- iii. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- iv. The Court enters the Final Approval Order and Judgment attached hereto as **Exhibit D**, without material change; and
- v. The Final Approval Order and Judgment have become "Final" because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order and Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

(b) In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Judgment, the related federal action is not stayed and dismissed as a putative class action, or the Final Approval Order and Judgment does not become Final (as described in Section 9(v) of this Agreement), ACG may at its sole discretion terminate this Agreement on five (5) Business Days written notice from ACG's Counsel to Class Counsel. It shall not be an event triggering ACG's right to terminate this Agreement if the Plaintiff in the Action opts out of this Settlement and continues or brings an action against ACG on an individual basis.

(c) In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

(d) Except as otherwise provided herein, in the event the Settlement is terminated, the

Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this 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 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.

(e) In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

(f) Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur (collectively, a "Termination Event"), Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs. In the event of a Termination Event, then (a) this Settlement Agreement shall be null and void and of no force and effect; (b) the Settlement Fund and any and all interest earned thereon, less monies expended toward settlement administration, will be returned to Defendant within 10 days after the date the Settlement Agreement becomes null and void; and (c) any release shall be of no force or effect. In such event, unless the Parties can negotiate a modified settlement agreement, the Action will revert to the status that existed before the Settlement Agreement's execution date; the Parties will each be returned to their respective procedural postures in the litigation, and neither the Settlement Agreement nor any facts concerning its negotiation, discussion or terms will be admissible in evidence for any purpose in the Action (or in any other litigation).

## **10. NO ADMISSION OF WRONGDOING OR LIABILITY**

(a) This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- i. shall not be offered or received against ACG as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by ACG with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of ACG;
- ii. shall not be offered or received against ACG as evidence of a presumption, concession or admission of any fault, misrepresentation or

omission with respect to any statement or written document approved or made by ACG;

- iii. shall not be offered or received against ACG as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against ACG, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- iv. shall not be construed against ACG as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- v. shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by ACG have any merit.

## 11. REPRESENTATIONS

(a) Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

## 12. NOTICE

(a) All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

Jonathan S. Mann  
**PITTMAN, DUTTON, HELLUMS,  
 BRADLEY & MANN, P.C.**  
 2001 Park Place North, Suite 1100  
 Birmingham, AL 35203

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
 One Magnificent Mile  
 980 N. Michigan Avenue, Suite 1610

Chicago, IL 60611  
 raina@straussborrelli.com

Tyler J. Bean  
**SIRI & GLIMSTAD LLP**  
 745 Fifth Avenue, Suite 500  
 New York, New York 10151

*Settlement Class Counsel*

(b) All notices to ACG or ACG's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Jonathan O. Harris  
**JACKSON LEWIS P.C.**  
 611 Commerce Street,  
 Suite 2803  
 Nashville, TN, 37203  
 Jonathan.Harris@jacksonlewis.com

(c) All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First-Class mail to EisnerAmper.

(d) The notice recipients and addresses designated in this Section may be changed by written notice.

### **13. MISCELLANEOUS PROVISIONS**

(a) Representation by Counsel. The Class Representatives and ACG represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

(b) Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

(c) Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

(d) Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.



(e) Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

(f) Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.

(g) Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

(h) Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

(i) Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.

(j) Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Alabama, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

(k) Interpretation.

- i. Definitions apply to the singular and plural forms of each term defined.
- ii. Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- iii. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

(l) No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

(m) Fair and Reasonable. The Parties and their counsel believe this Agreement is a fair,

reasonable, and adequate compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

(n) Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

(o) Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

(p) Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

(q) Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

(r) Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

(s) No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

(t) Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

(u) Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

(signatures on following page(s))

Dated: 09 / 08 / 2025



Plaintiff Tammy Brown

Dated:

Plaintiff Vanessa Brooks

Dated:

Plaintiff Emily Smith Sanders

Dated:

Defendant Alabama Cardiology Group

**PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.**

Dated: 09 / 09 / 2025



Jonathan S. Mann

*Proposed Settlement Class Counsel*

**STRAUSS BORRELLI PLLC**

Dated: 09 / 09 / 2025

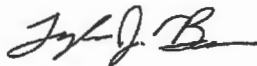


Raina C. Borrelli

*Proposed Settlement Class Counsel*

**SIRI & GLIMSTAD LLP**

Dated: 09 / 09 / 2025



Tyler J. Bean

*Proposed Settlement Class Counsel*

**JACKSON LEWIS P.C.**

Dated:

Jonathan O. Harris

Digitally signed by: Jonathan O. Harris  
DN: CN = Jonathan O. Harris email =  
jonathan.harris@jacksonlewis.com C = US  
Date: 2025.10.06 14:13:20 -05'00'

Jonathan O. Harris

*Counsel for Defendant, Alabama Cardiology Group*

Dated:

\_\_\_\_\_  
Plaintiff Tammy Brown

Dated: 09/05/2025


*Vanessa Brooks*

\_\_\_\_\_  
Plaintiff Vanessa Brooks

Dated:

\_\_\_\_\_  
Plaintiff Emily Smith Sanders

Dated:

  
\_\_\_\_\_  
Defendant Alabama Cardiology Group

**PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.**

Dated:

\_\_\_\_\_  
Jonathan S. Mann  
*Proposed Settlement Class Counsel*

**STRAUSS BORRELLI PLLC**

Dated:

\_\_\_\_\_  
Raina C. Borrelli  
*Proposed Settlement Class Counsel*

**SIRI & GLIMSTAD LLP**

Dated:

\_\_\_\_\_  
Tyler J. Bean  
*Proposed Settlement Class Counsel*

**JACKSON LEWIS P.C.**

Dated:

\_\_\_\_\_  
Jonathan O. Harris

*Counsel for Defendant, Alabama Cardiology Group*

Dated: \_\_\_\_\_  
Plaintiff Tammy Brown

Dated: \_\_\_\_\_  
Plaintiff Vannessa Brooks

Dated: 09/10/2025  
*Emily Smith Sanders*  
\_\_\_\_\_  
Plaintiff Emily Smith Sanders

Dated: \_\_\_\_\_  
Defendant Alabama Cardiology Group

**PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.**

Dated: \_\_\_\_\_  
Jonathan S. Mann  
*Proposed Settlement Class Counsel*

**STRAUSS BORRELLI PLLC**

Dated: \_\_\_\_\_  
Raina C. Borrelli  
*Proposed Settlement Class Counsel*

**SIRI & GLIMSTAD LLP**

Dated: \_\_\_\_\_  
Tyler J. Bean  
*Proposed Settlement Class Counsel*

**JACKSON LEWIS P.C.**

Dated: \_\_\_\_\_  
Jonathan O. Harris  
  
*Counsel for Defendant, Alabama Cardiology Group*

— EXHIBIT A —

Alabama Cardiovascular Group  
Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box [REDACTED]

**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.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free 1-XXX-XXX-XXXX.

A court has authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.

First-Class  
Mail  
US Postage  
Paid  
Permit #

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»  
«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»  
«Country»

**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.

**When will the Court decide whether to approve the Settlement?**  
The Court will hold a hearing in this case on [DATE] at the **Jefferson County Courthouse, 716 Richard Arrington Jr. Blvd N, 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.

**PLACE  
HOLDER**



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



Alabama Cardiovascular Group  
Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box [boxnumber]  
Santa Ana, CA 92799-9958



**Alabama Cardiovascular Group Data Incident Settlement**

«First1» «Last1»  
 «Addr1» «Addr2»  
 «City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return  
 by U.S. Mail no later than **DEADLINE**.

Login ID: «LoginID»  
 PIN: «PIN»

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)

Your email address (**REQUIRED**): \_\_\_\_\_

\*Please provide the 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.**

— EXHIBIT B —

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

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

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

- You may be eligible to receive a Cash Payment or Credit Monitoring from a proposed \$2,225,000.00 all cash settlement ("Settlement Fund").
- The lawsuit concerns a Data Breach that occurred on or about July 2, 2024 involving Alabama Cardiology Group, P.C. d/b/a Alabama Cardiovascular Group ("ACG" or "Defendant") in which an unauthorized third-party accessed certain systems within ACG's information technology network and may have accessed or acquired the personal information of certain individuals, including their Personally Identifying Information ("PII") and/or Personal 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.-----.com](http://www.-----.com) or call 1-####-###-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **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 [REDACTED], 2025
<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 [REDACTED], 2025
<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 on [REDACTED], 2025 about the fairness of the Settlement, with or without your own attorney.	Received on or before [REDACTED], 2025
<b>Do Nothing</b>	Receive no Cash Payment and no Credit Monitoring. You give up rights if you are a Settlement Class member.	No Deadline.

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

#### What This Notice Contains

<b>Basic Information</b> .....	3
<b>Who is in the Settlement</b> .....	3
<b>The Settlement Class Member Benefits—What You Get if You Qualify</b> .....	4
<b>How do You Submit a Claim</b> .....	5
<b>What Does Defendants Get</b> .....	5
<b>Opting-Out of the Settlement</b> .....	5
<b>Objecting to the Settlement</b> .....	6

<b>The Lawyers Representing You.....</b>	<b>7</b>
<b>The Court’s Final Approval Hearing .....</b>	<b>7</b>
<b>If You Do Nothing .....</b>	<b>8</b>
<b>Getting More Information.....</b>	<b>8</b>

## BASIC INFORMATION

### 1. Why is there a lawsuit?

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 the 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 Defendants 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. How do I know whether I am included in the Settlement?

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

XXX Settlement Administrator

address

address

www.-----.com

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

### 7. What does the Settlement provide?

The Settlement provides that Defendants 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:

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?**



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.-----.com](http://www.-----.com) or by calling 1-###-###-####. 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.

#### 11. How will I know if I get paid?

The Settlement Administrator, [REDACTED], 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.

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

The Court will hold a Final Approval Hearing on [REDACTED], 2025 at [REDACTED] .m. EST 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?

#### 13. What are the big upsides 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.-----.com](http://www.-----.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.

#### 14. If I opt-out, will I get any money 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.

#### 15. If I do not opt-out, will I get any money from this Settlement?

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.

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 [REDACTED], 2025, to:

ACG Settlement Administrator  
Attn: Exclusion Request  
[REDACTED] address  
[REDACTED] address

### OBJECTING TO 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: [Month, Date], 2025. The address for the Clerk of Court is Circuit Court Clerk of Jefferson County, 716 Richard Arrington, Jr. Blvd., Birmingham, AL, 35203.

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

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

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

Yes. The Court appointed Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Raina Borelli 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.

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 [REDACTED], 2025, 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

The Court will hold a Final Approval Hearing at [REDACTED] m. ET on [REDACTED], 2025, at the Jefferson County Courthouse, 716 Richard Arrington Jr. Blvd N, 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.-----.com](http://www.-----.com) or calling 1-###-###-####.

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.

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 [REDACTED], 2025. See Question 16 for further details on the requirements for submitting an objection to the Settlement.

### IF YOU 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 Defendants and the other Released Parties based on any of the Released Claims related to the Data Breach, ever again.

### GETTING 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.-----.com](http://www.-----.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

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 C —

Your claim must  
be submitted  
online or  
postmarked by:  
**[DEADLINE]**

*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:  
**[DEADLINE]**

## 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 Incident, 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 Incident.

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-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:  
**[DEADLINE]**

*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:  
**[DEADLINE]**

### 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@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: ACG Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

**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.\[SettlementWebsite\].com](http://www.[SettlementWebsite].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  
[PO Box Address]

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

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

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**



Your claim must  
be submitted  
online or  
postmarked by:  
**[DEADLINE]**

*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:  
**[DEADLINE]**

**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.

<input type="text"/>		<input type="text"/>	
First Name		Last Name	
<input type="text"/>			
Street Address			
<input type="text"/>	<input type="text"/>	<input type="text"/>	
City	State	Zip Code	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
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 clarify 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.*

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

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com)**

**Your claim must  
be submitted  
online or  
postmarked by:  
[DEADLINE]**

***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:  
[DEADLINE]**

# DATA INCIDENT SETTLEMENT CLAIM FORM

TOTAL OUT-OF-POCKET LOSSES:	

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. 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-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

— EXHIBIT D —

**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**

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**ORDER GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

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The Court having held a Preliminary Approval Hearing on **Month XX, 2025, at 9:00 AM** 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, and having considered Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement ("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 Class Action Settlement (this "Order") and good cause appearing therefore, 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,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED 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, and Emily Smith Sanders, individually and on behalf of all others similarly situated ("Plaintiffs" or "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, Esq., 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, Esq., 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, B, and C, 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 [REDACTED], 2026, 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:

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Notice Date	No later than 30 days after entry of this Preliminary Approval Order: <b>Month XX, 2025</b>
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: <b>Month XX, 2026</b>
Deadline for Class Members to Opt-Out of Settlement	60 days after the Notice Date: <b>Month XX, 2025</b>
Deadline for Class Members to Object to Settlement	60 days after the Notice Date: <b>Month XX, 2025</b>
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after Notice Date: <b>Month XX, 2026</b>



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: <b>Month XX, 2026</b>
Final Approval Hearing	[To be determined by the Court. ~120 days from the date of preliminary approval.] <b>Month XX, 2026</b>

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.

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

Dated: \_\_, 2025

\_\_\_\_\_  
CIRCUIT JUDGE

— EXHIBIT E —



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 of 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, \$750,000.00, as an award of attorneys' fees and \$\_\_\_\_\_ 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

\_\_\_\_\_  
CIRCUIT JUDGE

# EXHIBIT 1

***Tammy Brown, et al. v. Alabama Cardiology Group, P.C.***  
***Case No. 01-CV-2024-903135***  
***Requests for Exclusion***

#	Name	Notice ID	Exclusion Number
1.			

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.25M Alabama Cardiology Group Settlement Ends Class Action Lawsuit Over July 2024 Data Breach](#)

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