AlaFile E-Notice

02-CV-2025-900139.00

Judge: S. WESLEY PIPES

To: MANN JONATHAN STEPHEN
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NOTICE OF COURT ACTION

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

DEMETRIUS FAILS V. CARDIOLOGY ASSOC OF MOBILE, INC.
02-CV-2025-900139.00

A court action was entered in the above case on 8/31/2026 11:00:29 AM

ORDER

[Filer:]

Disposition:	GRANTED
Judge:	SWP
Notice Date:	8/31/2026 11:00:29 AM

ASHLEIGH LONG
CIRCUIT COURT CLERK
MOBILE COUNTY, ALABAMA
CIRCUIT CIVIL DIVISION
205 GOVERNMENT STREET 9TH FLOOR, N TOWER
MOBILE, AL, 36644

251-574-8420

ELECTRONICALLY FILED
8/31/2026 11:00 AM
02-CV-2025-900139.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
ASHLEIGH LONG, CLERK

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

FAILS DEMETRIUS, SULLIVAN MARILYN, HURD JAMES, LINDER RHONDA ET AL, Plaintiffs, V. CARDIOLOGY ASSOC OF MOBILE, INC., Defendant.	)	Case No.: CV-2025-900139.00

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, this Action is a putative class action before the Court**;**

WHEREAS, Plaintiffs Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson ("Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class, and Defendant Cardiology Associates of Mobile, Inc. ("CAM" or "Defendant") have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Settlement Agreement and Release ("Settlement Agreement" or "Agreement");

WHEREAS, the Court has reviewed and considered the Settlement Agreement, Plaintiffs' Motion for Preliminary Approval of Class Action

Settlement, all exhibits and supporting memoranda, and the representations of counsel;

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, and statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate,

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, unless otherwise defined herein.

2. This Court has jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.

3. **Preliminary Approval.** The Court preliminarily approves the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. In making this finding, the Court has considered, among other things, the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the complexity and duration of the litigation, the risks faced by the Settlement Class in prevailing on their claims, and the good faith, arm's length negotiations between the Parties. This finding is not to be deemed as an admission or finding of fault or liability by Defendant or any Released Party or a

finding of the validity of any claims asserted in the Action or of any wrongdoing or violation of law. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. **Settlement Class Certification.** For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by CAM in October 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Classes are CAM, Teklinks, and CAM's and Teklinks' parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which CAM, Teklinks, or their parents have a controlling interest, or any of their current or former officers and directors; any judge presiding 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 CAM's and Teklinks' counsel; and the legal representatives, successors, and assigns of any such excluded persons.

5. The Court preliminarily finds that, for purposes of settlement only: (a) the number of members of the Settlement Class is so numerous that joinder is

impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. **Class Representatives and Class Counsel.** The Court finds that Plaintiffs Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson will fairly and adequately represent the interests of the Settlement Class in the Action, and appoints them as Class Representatives. The Court further appoints the following attorneys as Class Counsel for the Settlement Class: Ken Grunfeld of Kopelowitz Ostrow Ferguson Weiselberg Gilbert PA, Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C..

7. **Settlement Administrator.** The Parties have selected Kroll Settlement Administration LLC ("Kroll") to serve as the Settlement Administrator. The Court hereby approves and appoints Kroll Settlement Administration LLC and

directs it to commence the Notice Program, initiate the Claims Process, and otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

8. Within seven (7) days after entry of this Preliminary Approval Order, CAM shall provide the Class List to the Settlement Administrator, as required by the Settlement Agreement.

9. **Notice.** The Court preliminarily approves the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement and its exhibits. The Court finds that such Notice: (a) constitutes the best practicable notice to the Settlement Class; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including their rights to object to or exclude themselves from the proposed Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meets all requirements of due process under the United States and Alabama Constitutions and all other applicable law.

10. The Settlement Administrator shall create and publish the Settlement Website no later than twenty-one (21) days following entry of this Preliminary

Approval Order and shall maintain it at least from the Notice Date until ninety (90) days after the Claims Deadline. The Settlement Administrator shall mail the Postcard Notice by First Class U.S. Mail (and email if the email address is known) within thirty (30) days following entry of this Preliminary Approval Order (the "Notice Date").

11. **Claims Process.** The Court preliminarily approves the claims process and Claim Form as described in the Settlement Agreement. Settlement Class Members who wish to submit a claim shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. The Claims Deadline shall be exactly ninety (90) days from the Notice Date. The Settlement Administrator shall provide Settlement Class Members an opportunity to cure incomplete or inadequately supported Claim Forms within twenty-one (21) days from written deficiency notice.

12. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request for exclusion to the Settlement Administrator in the manner provided in the Notice. The Opt-Out Deadline shall be exactly sixty (60) days from the Notice Date. Settlement Class Members who opt out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Agreement and Notice shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. **Objections.** Any Settlement Class Member who does not submit a timely request for exclusion and who wishes to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards may do so by submitting a timely written objection. The Objection Deadline shall be exactly sixty (60) days after the Notice Date. Objections must be filed with the Court and mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, it must be filed or postmarked no later than the Objection Deadline and must comply with the requirements set forth in the Settlement Agreement.

15. **Final Approval Hearing.** A Final Approval Hearing shall be held on **January 29, 2027 at 10:00** in Courtroom 6500, at the Mobile County Courthouse located at 205 Government Street, Mobile Al 36644 or by video conference, where the Court will determine, among other things, whether: (a) the Settlement Class

should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for Service Awards should be approved. The Final Approval Hearing shall be scheduled no earlier than one hundred ten (110) days after entry of this Preliminary Approval Order.

16. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any dates or times, the revised dates and times shall be posted on the Settlement Website. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

17. Class Counsel's Application for Attorneys' Fees, Costs, and Expenses and Service Awards shall be filed with the Court at least fourteen (14) days before the Objection Deadline.

18. **Stay of Litigation.** All proceedings in the Action, other than those

related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning any Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

19. **Schedule.** The Court sets the following schedule:

- **Deadline to provide Class List to Settlement Administrator:**
  7 days after Preliminary Approval Order

- **Deadline to Publish Settlement Website:**
  - 21 days after Preliminary Approval Order

- **Deadline to Commence Notice Program:**
  - 30 days after Preliminary Approval Order

- **Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs:**
  - At least 14 days before Objection Deadline

- **Opt-Out Deadline**:
  - 60 days after Notice Date

- **Objection Deadline:**
  - 60 days after Notice Date

- **Claims Deadline:**
  - 90 days after Notice Date

- **Final Approval Hearing:**
  - January 29, 2027

DONE this 31st day of August, 2026.

/s/ S. WESLEY PIPES
CIRCUIT JUDGE