



## AlaFile E-Notice

69-CV-2025-900014.00

Judge: HON. BURT SMITHART

To: ROUCO RICHARD PAUL  
rrouco@qcwdr.com

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA

LUCY CALTON ET AL V. MEDICAL CENTER BARBOUR ET AL  
69-CV-2025-900014.00

The following matter was FILED on 3/26/2026 2:21:34 PM

**C001 CALTON LUCY**

**C002 SPANN TEREETHA**

**C003 FORD CHAKA**

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF SETTLEMENT AND MEMO IN  
SUPPORT

[Filer: DEGARIS ANNESLEY HODGES]

Notice Date: 3/26/2026 2:21:34 PM

PAIGE SMITH  
CIRCUIT COURT CLERK  
BARBOUR COUNTY, ALABAMA  
405 EAST BARBOUR STREET  
SUITE 3, ROOM 119  
EUFAULA, AL, 36027

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paige.smith@alacourt.gov



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69-CV-2025-900014.00  
CIRCUIT COURT OF  
BARBOUR COUNTY, ALABAMA  
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**STATE OF ALABAMA**  
Unified Judicial System  
69-BARBOUR  
Revised 3/5/08  
 District Court  Circuit Court

Cas  
CV21

LUCY CALTON ET AL V. MEDICAL CENTER  
BARBOUR ET AL

**CIVIL MOTION COVER SHEET**  
Name of Filing Party: C001 - CALTON LUCY  
C002 - SPANN TEREETHA  
C003 - FORD CHAKA

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.  
ANNESLEY H DEGARIS  
2 North 20th Street, Suite 1030  
BIRMINGHAM, AL 35203  
Attorney Bar No.: DEG002

Oral Arguments Requested

**TYPE OF MOTION**

- Motions Requiring Fee**
- Default Judgment (\$50.00)  
Joinder in Other Party's Dispositive Motion  
(i.e. Summary Judgment, Judgment on the Pleadings,  
or other Dispositive Motion not pursuant to Rule 12(b))  
(\$50.00)
  - Judgment on the Pleadings (\$50.00)
  - Motion to Dismiss, or in the Alternative  
Summary Judgment (\$50.00)  
Renewed Dispositive Motion (Summary  
Judgment, Judgment on the Pleadings, or other  
Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
  - Summary Judgment pursuant to Rule 56 (\$50.00)
  - Motion to Intervene (\$297.00)
  - Other \_\_\_\_\_  
pursuant to Rule \_\_\_\_\_ (\$50.00)
- \*Motion fees are enumerated in §12-19-71(a). Fees  
pursuant to Local Act are not included. Please contact the  
Clerk of the Court regarding applicable local fees.
- Local Court Costs \$ 0 \_\_\_\_\_

- Motions Not Requiring Fee**
- Add Party
  - Amend
  - Change of Venue/Transfer
  - Compel
  - Consolidation
  - Continue
  - Deposition
  - Designate a Mediator
  - Judgment as a Matter of Law (during Trial)
  - Disburse Funds
  - Extension of Time
  - In Limine
  - Joinder
  - More Definite Statement
  - Motion to Dismiss pursuant to Rule 12(b)
  - New Trial
  - Objection of Exemptions Claimed
  - Pendente Lite
  - Plaintiff's Motion to Dismiss
  - Preliminary Injunction
  - Protective Order
  - Quash
  - Release from Stay of Execution
  - Sanctions
  - Sever
  - Special Practice in Alabama
  - Stay
  - Strike
  - Supplement to Pending Motion
  - Vacate or Modify
  - Withdraw
  - Other Plaintiff's Unopposed Motion for Final  
Approval of Settlement and Memo in  
Support  
pursuant to Rule 23 \_\_\_\_\_ (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously  
with this motion an Affidavit of Substantial Hardship or if you  
are filing on behalf of an agency or department of the State,  
county, or municipal government. (Pursuant to §6-5-1 Code  
of Alabama (1975), governmental entities are exempt from  
prepayment of filing fees)

Date:  
3/26/2026 2:15:06 PM

Signature of Attorney or Party  
/s/ ANNESLEY H DEGARIS

\*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

\*\*Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
 EUFAULA DIVISION**

**LUCY CALTON, TEREETHA SPANN, and  
 CHAKA FORD, individually, and on behalf  
 of all others similarly situated,**

**Plaintiffs,**

v.

**MCBH, LLC d/b/a MEDICAL CENTER  
 BARBOUR, ALLIANT MANAGEMENT  
 SERVICES, INC., and THE HEALTH  
 CARE AUTHORITY OF THE CITY OF  
 EUFAULA,**

**Defendants.**

**CASE NO.: 69-CV-2025-900014.00**

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

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Plaintiffs Lucy Calton, Teretha Spann, and Chaka Ford (collectively, "Plaintiffs," "Named Plaintiffs," or "Class Representatives") and on behalf of the proposed Settlement Class<sup>1</sup> of similarly situated individuals, respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement and Memorandum of Law in Support thereof. As set forth below and in the proposed Final Approval Order submitted herewith, Plaintiffs respectfully request that this Court enter an Order and thereafter a Final Judgment as follows: (a) granting certification of the Settlement Class for settlement purposes; (b) appointing Plaintiffs as Representative Plaintiffs and reaffirming as Class Counsel the attorneys appointed in the Preliminary Approval Order; (c)

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<sup>1</sup> Unless otherwise specified, capitalized terms not herein defined shall have the meaning ascribed to them in Settlement Agreement ("SA"), which is attached as Exhibit A to *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* (Doc. 8, filed July 17, 2025).

finding the Notice Program satisfied due process requirements and Alabama Rule of Civil Procedure 23; (d) finding the terms of the Settlement are fair, reasonable, and adequate; (e) directing the Parties, their attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the Final Approval Order and the terms of the Agreement; (f) resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Settlement Class Members, including the Releases contained in the Agreement; (g) overruling objections, if any; (h) granting *Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Service Awards* (Doc. 44, filed December 22, 2025); and (i) dismissing the Action and entering a Final Judgment. As grounds therefore, Plaintiffs state as follows:

#### **I. INTRODUCTION**

The Parties in this putative class action brought under Alabama law have previously informed the court that, after extensive arm's-length negotiations, the Parties agreed on the terms of a settlement, thereby allowing Plaintiffs to circumvent the many risks and uncertainties they would ultimately face at each stage of litigation if the case were to proceed to trial. Indeed, Plaintiffs' claims involve the intricacies of data security litigation, which is a novel and constantly evolving area of the law. Although Plaintiffs believe in the merits of their claims, Defendants deny all charges of wrongdoing or liability. Against these risks, Class Counsel and Plaintiffs believe that the Settlement is fair, reasonable, and adequate, and represents an excellent result for the Settlement Class.

The Settlement Agreement provides significant and valuable relief for Settlement Class Members. The Settlement provides all persons within the Settlement Class with the ability to receive significant cash payments for the injuries they suffered, as well as meaningful injunctive

relief to protect them against future misuse of their personal information. The Settlement Agreement establishes a settlement fund that will be used to compensate Class Members who file valid and timely claims. SA, ¶ 2.

On October 3, 2025, the Court granted preliminary approval of the Settlement between Plaintiffs and Defendants and ordered that Notice be given to the Settlement Class. The Settlement provides an excellent result for the roughly 45,000-person Settlement Class in the form of monetary and non-monetary relief, which includes: Defendants will provide Settlement Class Members with up to \$5,000.00 in reimbursement of documented losses fairly traceable to the Data Incident or \$50 cash payments, and two (2) years of Credit Monitoring Services. SA, ¶ 2.

After this Court granted preliminary approval, the Settlement Administrator disseminated Notice to the Settlement Class as set forth in the Settlement Agreement. Individual Notice was provided directly to Settlement Class Members via first-class mail, successfully reaching 93.49% of the Settlement Class and easily meeting the due process standard. *See Declaration of Irvin Garcia on Implementation and Adequacy of Notice Program* attached hereto as **Exhibit 1** (“Admin. Decl.”), ¶ 16. The Notice was written in plain language, providing each Settlement Class Member with information on how to make a claim, how to opt-out, and how to object to the Settlement. Settlement Class Members’ support for the Settlement has been very favorable, with not a single Settlement Class Member seeking exclusion or objecting to the Settlement. Admin. Decl. ¶¶ 12, 23-25.

Additionally, Class Counsel previously filed *Plaintiffs’ Motion for Approval of Attorneys’ Fees, Expenses, and Service Awards* requesting the Court to approve an award of reasonable attorneys’ fees and expenses in the total amount of \$300,000.00 and Service Awards of \$1,500 to each of the Class Representatives. SA, ¶¶ 7.2; 7.3. As explained in detail in that motion and

supported by the Declaration of Annesley H. DeGaris (“DeGaris Decl.”) attached to said motion, Class Counsel’s request for attorneys’ fees and costs, as well as the reasonable Service Awards, are justified in light of the investment, risks, and exceptional monetary and non-monetary relief provided under the Settlement Agreement and are consistent with Alabama law and other awards in similar cases.

Both Class Counsel and the Class Representatives devoted significant money, time, and effort to the prosecution of the Settlement Class Members’ claims, and their efforts have yielded an extraordinary benefit for thousands of individuals. The requested attorneys’ fees and costs and Service Awards are justified in light of the excellent results obtained for the Settlement Class Members.

Accordingly, for these reasons and those further set forth herein, Plaintiffs and Class Counsel respectfully request the Court grant their Motion for Final Approval of the Class Action Settlement and to approve the attorneys’ fees, expenses, and service awards requested.

## **II. BACKGROUND AND PROCEDURAL HISTORY**

### **A. The Data Incident**

On or about October 29, 2023, an alleged Data Incident (as defined below) was suffered by Medical Center Barbour (“MCBH”) wherein cybercriminals were able to access MCBH’s data systems and potentially access information belonging to MCBH’s current and former patients and employees (the “Data Incident”). This information included both highly sensitive personally identifiable information (“PII”) and private health information (“PHI”), and included full names, Social Security numbers, driver’s license or state identification information, passport numbers, dates of birth, addresses, medical information, biometric information, and health insurance information (referred to herein as “Private Information”). MCBH sent written notice of the Data Incident in August 2024. All three Class Representatives received notifications from MCBH

indicating that their PII/PHI may have been implicated in the Data Incident. Class Representatives allege that they would not have provided their Private Information to MCBH or any other party without the understanding that it would be adequately protected from foreseeable threats. Class Representatives allege Defendants failed to implement and maintain basic security measures to adequately protect their Private Information.

## **B. Procedural History**

After MCBH notified affected individuals, several class-action lawsuits were filed against Defendants, each seeking to redress the alleged harms Plaintiffs allege were caused by the Data Incident. All of the lawsuits involved the same factual predicate—the Data Incident—and asserted nearly identical claims for relief.

On August 27, 2024, the first action arising out of the Data Incident was filed: *Calton v. Medical Center Barbour, et al.*, Case No. 69-CV-2024-900054.00 (Barbour Cnty. Cir. Ct.) (“Calton”). On August 30, 2024, a second related action was filed: *Spann, et al. v. MCBH, LLC, et al.*, Case No. 69-CV-2024-900056.00 (Barbour Cnty. Cir. Ct.) (“Spann”). On September 23, 2024, the *Calton* and *Spann* plaintiffs filed a joint motion to consolidate the cases, which was granted on October 9, 2024. On November 8, 2024, Class Representatives filed a consolidated complaint, including the plaintiffs from *Calton and Spann*, against Defendants. On December 6, 2024, Defendants removed the case to the Middle District of Alabama. On December 13, 2024, Defendants filed their Motion to Dismiss Or, In the Alternative, Motion for a More Definitive Statement, under Rules 12(b)(1), 12(b)(6), and 12(e) of the Federal Rules of Civil Procedure, and Plaintiffs filed a Motion to Remand. On December 19, 2024, counsel for Defendants and undersigned counsel for Plaintiffs began to explore a potential global resolution of the litigation. Plaintiffs’ counsel agreed that early settlement discussions could benefit the putative Class, and, therefore, they proceeded to mediation.

### **C. Settlement Negotiations**

After exchanging substantial informal discovery to confirm the foundational facts of the case, and exchanging detailed mediation statements, the parties participated in mediation before experienced mediator Hon. David E. Jones (Ret.) on March 5, 2025. The arm's-length negotiations were hard fought on each side and lasted all day. Through the assistance of Judge Jones, the parties were able to come to an agreement in principle at the conclusion of the mediation.

After reaching an agreement in principle on all material terms of the settlement, the parties began drafting, exchanging, and editing the detailed Settlement Agreement, including its accompanying exhibits, notices, and claim form. The parties sought bids from numerous claims administrators, and ultimately selected a qualified and cost-effective company after an extensive bidding process. The Settlement Agreement resulted from adversarial, arms-length negotiations over a three-month period. 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 addressed 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. This Court preliminarily approved the settlement on October 3, 2025.

## **III. SUMMARY OF THE SETTLEMENT**

### **A. Settlement Benefits to the Settlement Class**

The Settlement Agreement negotiated on behalf of the Settlement Class provides for monetary relief to be paid by MCBH to Settlement Class Members whose private information was potentially compromised as a result of the Data Incident and who were sent written notice thereof. Defendants will provide Settlement Class Members with up to \$5,000.00 in reimbursement of

documented losses fairly traceable to the Data Incident or \$50 cash payments, and two (2) years of Credit Monitoring Services. SA, ¶ 2. The settlement fund will also be funded to pay for the costs of notice and settlement administration and Plaintiffs' service awards and attorneys' fees and costs awarded by the Court. *Id.* ¶ 3.2. The Settlement provides for relief for a Settlement Class, which is defined as:

All individuals whose PII/PHI was potentially implicated in the Data Incident, including those sent a notice of the Data Incident.

S.A. ¶ 1.26. The Settlement Class specifically excludes: (i) Defendants and Defendants' parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all individuals who make a timely and valid election to be excluded from the Settlement using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their court staff and immediate family members; and (vi) any Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge. *Id.*

### 1. Monetary Relief

The monetary relief provided for by the Settlement Agreement consists of reimbursement of documented monetary losses, fairly traceable to the Data Security Incident up to \$5,000 per individual ("Monetary Losses") and a Pro Rata Cash Payment. S.A. ¶ 2. Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring

costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Monetary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or to support other submitted documentation. S.A. ¶ 2.1.

Settlement Class Members may alternatively submit a claim for a \$50 cash payment. *Id.* ¶ 2.2. The amount of the monetary relief may be adjusted *pro rata* if the amount of approved claims submitted for the monetary relief exceeds \$300,000. *Id.* ¶ 2.4.

## **2. Credit Monitoring and Identity Theft Protections**

All Settlement Class Members may submit a claim for two (2) years of Credit Monitoring Services. SA, ¶ 2.3. Such coverage will provide protection for Settlement Class Members against future identity theft. The two-year period will commence when Settlement Class Members use their codes to activate the Credit Monitoring Service. *Id.* The Claims Administrator shall send this code to each valid Credit Monitoring Services claimant within forty-five (45) days of the Effective Date that can be used to activate Credit Monitoring Services. The Codes will be active for one hundred eighty (180) days after the date of mailing, and may be used to activate the full term if used at any time during that 180 day period. *Id.*

## **3. Equitable and Prospective Relief**

In addition to the benefits available to Settlement Class Members described above, Plaintiffs have also received assurances that MCBH either has undertaken or will undertake certain reasonable steps to further secure its systems and environments and MCBH will prepare a confidential declaration detailing same. These measures include: expanding the scanning and

monitoring program using insights from MCBH's investigation; supplementing MCBH's cyber security monitoring with additional third-party managed service monitoring; and deploying additional malware scanning tools across all products. The estimated cost of such measures is two hundred fifty thousand dollars (\$250,000.00). None of the past or future costs associated with the development and implementation of these enhanced security procedures has been or will be paid by Plaintiffs, and no portion of the settlement funding is to be used for this purpose.

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

On December 22, 2025, Class Counsel moved for an attorneys' fee and expenses award of \$300,000.00, and the service awards of \$1,500 to each of the name Plaintiffs. The fee motion and supporting declaration were posted to the Settlement Website so Settlement Class Members could access and review it prior to submitting a claim, objection, or request for exclusion from the settlement and not a single objection was received. Admin. Decl. ¶¶ 8-11 . To date, no Settlement Class Members have objected to the requested attorneys' fees.

**C. Notice and Settlement Administration Costs**

Under the Settlement's Notice Plan, which has already gone into effect, Notice has been provided to every identifiable Settlement Class Member for whom MCBH has contact information. Specifically, Notice has been provided to each Settlement Class Member by postcard via United States Mail to the postal addresses that were previously used by MCBH to provide notice to the Class Members of the Data Incident in or about August 2024. SA, ¶ 3.2.

**D. Release**

On the entry of the Final Approval Order, Settlement Class Members who do not submit a valid and timely request for exclusion from the Settlement Agreement will release claims against Defendants related to the Data Incident. The "Released Claims" are fully defined in Paragraph 6 of the Settlement Agreement and include all claims "based upon or arising out of the institution,

prosecution, assertion, settlement, or resolution of the Action or the Released Claims.” S.A. ¶ 6.2. The Release is tailored to the claims that have been pleaded or could have been pleaded in this case.

#### **IV. ARGUMENT: THE SETTLEMENT MERITS FINAL APPROVAL**

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

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

In assessing a class action settlement, the courts are advised to “refrain from making a precise determination of the parties’ respective legal rights.” *EEOC v. Hiram Walker & Sons, Inc.*, 768 F. 2d 884, 889 (7th Cir. 1985). Similarly, “[t]he proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 614, 625 (9th Cir. 1982). Even if “the relief afforded by the proposed settlement is substantially narrower [sic] than it would be if the suits

were to be successfully litigated,” this is no objection to a class settlement, since “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” *Air Line Stewards & Stewardesses Assn’ v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972).

Instead, considerable weight should be given to the views of experienced counsel on the merits of the settlement. *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). There is a “strong initial presumption” that an arms-length settlement arrived at by counsel experienced in the type of litigation involved on the basis of sufficient information concerning the claims at issue is fair. *Feder v. Harrington*, 58, F.R.D. 171, 175 (S.D.N.Y. 1972). Stated another way, “[t]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of the counsel.” *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (citing *Flinn v. FMC Corp.*, 528 F. 2d 1169, 1173 (4th Cir. 1975)); *Pettway v. American Cast Iron Pipe Co.*, 576 F. 2d 1157, 1214 (5th Cir. 1978) *cert. denied*, 439 U.S. 1115 (1979). Also, it is essential that the Court does not examine the settlement as if the defendants had been found liable. *See, e.g., City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455-56 (2nd Cir. 1974); *Cf. Cotton*, 559 F. 2d at 1330 (“Inherent in compromise is a yielding of absolutes and an abandoning of highest hopes”) (quoting *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y. 1972)).

In *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995), the Alabama Supreme Court set forth eight factors that trial courts may consider when determining whether to approve a settlement: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; (6) the stage of the proceedings at which the settlement was achieved; (7) the

financial ability of the defendant(s) to withstand a greater judgment and the potential for a judgment or judgments in an amount or amounts likely to trigger due process considerations relating to punitive damages; and (8) whether proper notice was given. *Id.* at 1273; *see also Perdue*, 127 So. 3d at 356.

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

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

While Plaintiffs strongly believe they have a good likelihood of prevailing on their claims, they are also aware that Defendants have denied their material allegations and have raised several legal defenses, any of which, if successful, would result in Plaintiffs and the proposed Settlement Class Members receiving no relief whatsoever. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv-61275, 2023 U.S. Dist. LEXIS 117355, at \*24 (S.D. Fla. July 8, 2023) (“This is not only a complex case—it lies within an especially risky field of litigation: data breach.”). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). And while it is easy to hope for a substantial award at trial, as one federal district court reminded several objectors to a class settlement, “[i]n the real world. . .the path to a large damage award is strewn with hazards.” *In re Gulf Oil/Cities Serv. Tender Offer Litigation*, 142 F.R.D. 588, 595 (S.D.N.Y. 1992). The Settlement replaces the risks of establishing liability and damages with immediacy and certainty of a substantial recovery.

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

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

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

Here, the proposed Agreement is fair, reasonable, and adequate and is in the best interest of Settlement Class Members because, upon submission of a valid Claim Form and approval of the claim, Settlement Class Members may be provided up to \$5,000 in reimbursement of

documented losses fairly traceable to the Data Security Incident or \$50 cash payments, and two (2) years of Credit Monitoring Services. S.A. ¶ 2. This relief is especially beneficial to the Settlement Class Members in light of the possibility that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. Thus, the Settlement provides an immediate and substantial benefit to participating Settlement Class Members and is eminently reasonable, especially considering that it avoids the potential contingencies of continued litigation. *See Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 559 (N.D. Ga. 2007) (court found settlement fair, reasonable, and adequate, and approval warranted where there was an immediate and substantial benefit to the class).

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

### **3. The complexity, expense, and duration of litigation**

With respect to factor four, in the absence of settlement, it is certain that the expense, duration, and complexity of the resulting protracted litigation would be substantial. Courts have consistently viewed the expense and possible duration of litigation as factors appropriately considered in evaluating the reasonableness of a settlement. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1292 (9th Cir. 1992) (“complexity, duration and sheer enormity of the pending class action weighed heavily against a conclusion that the district court abused its discretion in approving the settlement”). Continued litigation would increase the burden on the court, without any guaranteed benefit to Plaintiffs or Settlement Class Members. “Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’” *Woodward v. NORAM Chem. Co.*, No. Civ-94-0870, 1996 U.S. Dist. LEXIS 7372, at \*62-63 (S.D. Ala. May 23, 1996). Where a settlement, like here, “will alleviate the need for judicial exploration of . . . complex subjects [and]

reduce litigation costs[,]” this factor weighs in favor of final approval. *See Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

Here, continued litigation of all issues by Defendants, which are represented by highly capable counsel, would have prolonged any recovery to Settlement Class Members. The Parties would have to undergo significant motions practice and discovery before any trial on the merits could even be contemplated. Such motions practice would likely include motions for summary judgment on each Plaintiffs’ individual claims, briefing on any motion for class certification brought by Plaintiffs, motions to exclude expert witness(es), in addition to briefing motions involving discovery disputes. Further, given the complexity of the issues and the amount in controversy, the defeated party(ies) would likely appeal any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. And even if Plaintiffs were ultimately successful in the continued prosecution of the case through trial, appeals taken by the determined Defendants would entail enormous additional effort and expense with no promise of a greater recovery. As such, the immediate and considerable relief provided to the Class under the Settlement Agreement weighs heavily in favor of its final approval compared to the inherent risk and delay of continued litigation, trial, and appeal.

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

It is well-settled that “the reaction of the Class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” *Sala v. National Railroad Passenger Corp.*, 721 F.Supp. 80, 83 (E.D. Pa 1989). A favorable reception by the Class constitutes “strong evidence” of the fairness of the settlement and supports judicial approval. *In re Payne Webber Limited Partnerships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997), *aff’d*, 117 F. 3d 721 (2d Cir. 1997) (citing *Detroit v. Grinnell Corp.*, 495 F. 2d 448, 462 (2d Cir. 1974)).

Given the strength of this Settlement and the significant benefits that Settlement Class Members can claim, the Settlement has been received positively by the Settlement Class. The 1,034 valid Claim Forms submitted by Settlement Class Members represent a 2.28% claims rate. Admin. Decl. ¶12. This surpasses the claims rates frequently seen in other data breach class action settlements that have been approved. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 U.S. Dist. LEXIS 65200 (E.D. Pa. Apr. 9, 2024) (2.56% claims rate “actually compares favorably to the claims rates in other data breach class actions”); *Carter v. Vivendi Ticketing United States LLC*, No. 22-01981, 2023 U.S. Dist. LEXIS 210744, at \*15 (C.D. Cal. Oct. 30, 2023) (1.6% claims rate “is in line with claims rates in other data breach class action settlements” and collecting cases with claims rates between 0.83% and “about two percent”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate reflects a positive reaction by the class). Moreover, the Objection Deadline passed with *no objections* to the Settlement submitted. Admin. Decl. ¶ 25.

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

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

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

This case, though settled at an early stage, has been thoroughly investigated by Class Counsel who are experienced in data breach litigation and who spent a significant amount of time reviewing informal discovery and considering the claims and defenses at issue in this case; the Settlement is also the result of adversarial arm's-length negotiations. Class Counsel's experience and investigation, combined with confirmatory discovery, put Plaintiffs in a position to proficiently evaluate the case and negotiate a Settlement they view as fair, reasonable, adequate, and worthy of final approval. *See Griffin v. Flagstar Bancorp Inc.*, No. 2:10-cv-10610, 2013 U.S. Dist. LEXIS 173702, at \*11-12 (E.D. Mich. Dec. 12, 2013) ("The absence of formal discovery in no way undermines the integrity of the settlement given the extensive investigation that has occurred as a result of proceedings thus far which demonstrates that counsel have a full understanding of the strengths and weaknesses of their case."); *see also Newby v. Enron Corp.*, 394 F.3d 296, 306 (6th Cir. 2004) ("[T]he absence of formal discovery is not an obstacle [to settlement approval] so long as the parties and the Court have adequate information in order to evaluate the relative position of the parties."). This factor favors approval of the settlement.

#### **6. Defendants' ability to withstand a greater judgment.**

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

**B. The Notice Program was Successful.**

On October 3, 2025, the Court preliminarily appointed CPT Group, Inc. to be the Settlement Administrator. On November 3, 2025, CPT Group, Inc. commenced the Notice Program. Admin. Decl. ¶ 6. The Notice program utilized Postcard Notice disseminated via U.S. mail to all Settlement Class Members whose addresses are available within Defendants' records. *Id.* ¶¶ 12-16. On November 3, 2025, CPT Group, Inc. also established a Settlement Website, <http://www.mcbdatasettlement.com/>, which included information about the Settlement, related case documents, the Settlement Agreement, and allowed Settlement Class Members to file claim forms electronically. *Id.* ¶ 10. Finally, on November 3, 2025, CPT Group, Inc. established the toll-free number for Settlement Class Members to receive additional information and ask questions about the Settlement. *Id.* ¶ 6. Finally, Class Counsel responded to numerous inquiries regarding the settlement.

The timing of the Claims Process was structured to ensure that all Settlement Class Members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and to decide whether to submit a Claim, opt-out of, or object to the Settlement. *See Declaration of Irvin Garcia in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* ("Admin. Decl.") ¶ 3. The Claims Process has been straightforward, with Settlement Class Members able to submit claims either through the Settlement Website or by hard copy mailed to the Settlement Administrator. Admin. Decl. ¶¶ 8-16. As of March 16, 2026, the Settlement Administrator has received a total of 1,034 Claim Forms. *Id.* ¶ 17. The 1,034 claims represent 2.28% of the Settlement Class—a rate that is typical in consumer settlements, and certainly those involving data breaches. *Id.* As of March 16, 2026, the estimated number of claims received requesting a \$50 cash payment total 1,006. *Id.* ¶ 22. With a cash payment of \$50 per claim, the total estimated payment for cash payments totals \$50,300. As of March 16, 2026, 282

claimants have requested Credit Monitoring Services only. *Id.* ¶ 20. The value per claim and the validity of the supporting documentation will be substantiated following completion of the claims review process. The Objection and Opt-Out Periods ended on January 2, 2026. *Id.* ¶ 23. As of March 16, 2026, CPT Group, Inc. has received 0 opt-out requests and 0 objections. *Id.* ¶¶ 24-25.

In conclusion, the Settlement Agreement is fair, reasonable, and adequate considering, among other things: (1) the relief available to Plaintiffs and Settlement Class Members under the terms of the Settlement Agreement; (2) the attendant risks and uncertainty of litigation, as well as the difficulties and delays inherent in litigation; and (3) the desirability of resolving the case promptly to provide effective relief to Plaintiffs and the Settlement Class.

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

As set forth in Plaintiffs' Motion for Preliminary Approval, each of the class certification requirements of Alabama Rule of Civil Procedure 23 is easily met here. Indeed, in the Preliminary Approval Order, the Court preliminarily certified the Settlement Class, finding that the Class satisfies all Ala. R. Civ. P. 23 requirements. Nothing has changed since then that could conceivably undermine class certification. Accordingly, Plaintiffs respectfully request that the Court finally certify the Settlement Class for Settlement purposes.

## **V. CONCLUSION**

Plaintiffs and their counsel have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members receive significant benefits in the form of monetary compensation, credit monitoring, and equitable relief.

Based on the above, Plaintiffs through counsel respectfully request that the Court enter an Order granting final approval of the Settlement, certifying the Settlement Class for settlement purposes only, appointing Plaintiffs as Representative Plaintiffs, appointing DEGARIS LAW, LLC, SROURIAN LAW FIRM, P.C., and CAFFERTY CLOBES MERIWETHER &

SPRENGEL, LLP as Class Counsel, and granting Plaintiffs' request for attorneys' fees of \$300,000.00 and Service Awards in the amount of \$1,500.00 to each Class Representative in recognition of their significant efforts on behalf of the Settlement Class Members.<sup>2</sup>

Dated: March 26, 2026

Respectfully Submitted,

*/s/ Annesley H. DeGaris*  
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*Class Counsel for Plaintiffs*

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<sup>2</sup> Class Counsel intends to include the relief requested herein in a proposed order in support of final approval of the Settlement.



ELECTRONICALLY FILED  
3/26/2026 2:21 PM  
69-CV-2025-900014.00  
CIRCUIT COURT OF  
BARBOUR COUNTY, ALABAMA  
PAIGE SMITH, CLERK

# EXHIBIT A

A Settlement has been proposed in a class action lawsuit against MCBH, LLC d/b/a Medical Center Barbour (“MCBH”), Blue Management Services, LLC d/b/a Alliant Management Services, and The Health Care Authority of the City of Eufaula (“Defendants”). The Settlement resolves claims brought by individuals impacted by the data security incident suffered by MCBH that resulted in the potential access to the personally identifiable information (“PII”) and protected health information (“PHI”) of current and former patients and employees. This PII/PHI included full names, Social Security numbers, driver’s license or state ID information, passport numbers, dates of birth, addresses, medical information, biometric data, and health insurance information.

**WHO IS IN THE SETTLEMENT?** All individuals whose PII/PHI was potentially impacted in the Data Incident, including those sent notice of the Data Incident.

**WHAT CAN I GET?** Settlement Class Members may file a claim for one or more of the following settlement benefits:

- **Expense Reimbursement:** All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for documented out-of-pocket losses caused by the Data Incident, not to exceed \$5,000.00 per person. Those who submit a Valid Claim may also seek reimbursement for time spent responding to the Data Incident at a rate of \$25.00 per hour for up to 3 hours (i.e., up to \$75.00). All reimbursement is subject to the \$5,000.00 cap and may be adjusted *pro rata* depending on the number of Valid Claims.
- **Alternative Cash Payment:** As an alternative to claiming Expense Reimbursement, Settlement Class Members may submit a Valid Claim for a \$50.00 Alternative Cash Payment. No documentation is required. This amount may also be adjusted *pro rata* depending on the number of Valid Claims. **You may not claim both the Expense Reimbursement and the Alternative Cash Payment.**
- **Credit Monitoring Services:** All Settlement Class Members may enroll in two years of credit monitoring services. Instructions for enrollment will be provided after the Settlement is finally approved.

**CLAIM FORM.** You must file a Claim Form to receive a payment or other benefit as part of the Settlement. You can file a claim online or download a Claim Form at [www.mcmdatasettlement.com](http://www.mcmdatasettlement.com) and mail it or you may email [mcmdatasettlement@cptgroup.com](mailto:mcmdatasettlement@cptgroup.com) and ask that a Claim Form be mailed to you. The claim deadline is **January 2, 2026**. Please use the Unique ID and Passcode located on the other side of this postcard to access your Claim Form on the settlement website.

**OTHER OPTIONS.** If you do not want to be legally bound by the Settlement, you must request to be excluded (“Opt Out”) by **January 2, 2026**. If you want to remain part of the Settlement but object to the Settlement, you may submit a written objection by **January 2, 2026**. A more detailed notice is available on the settlement website [www.mcmdatasettlement.com](http://www.mcmdatasettlement.com) that explains how to exclude yourself or object.

The Court will hold a Final Fairness Hearing on April 9, 2026, at 8:30 a.m. CT to decide whether to approve the Settlement. You may attend the hearing at your own expense, but you are not required to do so. This notice is a summary. For more information, call 1-888-453-0363, email [mcmdatasettlement@cptgroup.com](mailto:mcmdatasettlement@cptgroup.com) or visit [www.mcmdatasettlement.com](http://www.mcmdatasettlement.com).



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\_\_\_\_\_  
\_\_\_\_\_

PLACE  
STAMP  
HERE

Calton, et al. v. Medical Center Barbour, et al.  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623

PRESORTED  
First Class  
U.S. Postage  
PAID

**COURT APPROVED LEGAL NOTICE**

Case No. 69-CV-2025-900014.00 (Barbour  
County Circuit Court)

**If your personal information was potentially  
accessible in a data incident suffered by  
Medical Center Barbour on or around  
October 29, 2023, you could get a payment  
from a class action Settlement.**

*A court has authorized this Notice. This is not a  
solicitation from a lawyer.*

**Calton, et al. v. Medical Center Barbour, et al.**  
*c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623*

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»  
Passcode: «Passcode»  
«FullName»  
«Address1» «Address2»  
«City», «State» «Zip»

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CHANGE OF NAME AND ADDRESS FORM

Please provide your correct name and current address (if different) here  
and return the postcard.

***THIS SUBMISSION IS ONLY FOR AN ADDRESS UPDATE, IT DOES NOT  
CONSTITUTE A SUBMISSION OF A CLAIM.***

CPT ID: «ID»  
Former Name: \_\_\_\_\_  
New Name: \_\_\_\_\_  
Current Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_



**IN THE CIRCUIT COURT OF BARBOUR COUNTY, ALABAMA  
EUFAULA DIVISION**

CALTON LUCY, )  
SPANN TEREHA, )  
FORD CHAKA, )  
Plaintiffs, )

V. )

Case No.: CV-2025-900014.00

MEDICAL CENTER BARBOUR, )  
MCBH, LLC, )  
ALLIANT MANAGEMENT SERVICES, )  
HEALTH CARE AUTHORITY OF THE CITY )  
OF EUFAULA ET AL, )  
Defendants. )

**Final Approval Order**

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**[PROPOSED] FINAL APPROVAL ORDER**

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

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

2. The Court has conducted a final evaluation of the Settlement Agreement set forth in the Settlement Agreement. Based on this evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Alabama Rule of Civil Procedure 23 for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the Class Representatives fairly and adequately protect the interests of the Settlement Class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the Settlement is fair, reasonable, and adequate; (ii) the Settlement 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.

#### **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 whose PII/PHI was potentially implicated in the Data Incident, including those sent a notice of the Data Incident.

Excluded from the Settlement Class are (i) Defendants and Defendants' parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendants have a controlling interest; (ii) all individuals who make a timely and valid election to be excluded from the Settlement using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the

Action; (v) all judges assigned to hear any aspect of the Action, as well as their court staff and immediate family members; and (vi) any Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

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 Lucy Calton, Teretha Spann, and Chaka Ford as Class Representatives.

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

8. For settlement purposes only, the Court hereby approves the appointment of Degaris Law LLC, Srourian Law Firm, P.C., and Cafferty Clobes Meriwether & Sprengel, 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. There were no Requests For Exclusion or Objections to the Settlement Agreement.

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 \$300,000, as an award of attorneys' fees and expenses to be paid in accordance with the Settlement Agreement. The Court finds this amount of fees and expenses to be fair and reasonable. This award of attorneys' fees and expenses shall be paid separate and apart from any benefits provided to Settlement Class Members and the costs of notice and Settlement Administration. This award of attorneys' fees and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

17. The Court awards \$1,500 to each Class Representative, for a total of \$4,500, in recognition of their efforts on behalf of the Settlement Class.

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

**Final Approval**

19. 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.

20. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendants and all Released Parties, as defined in the Settlement Agreement.

21. 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.

22. 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.

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

24. 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.**

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

/s/  
Honorable Burt Smithart

**DONE this**[To be filled by the Judge].

/s/[To be filled by the Judge]  
**CIRCUIT JUDGE**

PROPOSED ORDER