AlaFile E-Notice

01-CV-2024-900914.00

Judge: BRENDETTE BROWN GREEN

To: DAVID FRANCIS MICELI
dmiceli@milberg.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

KIM TOWNSEL V. HENDERSON & WALTON WOMEN'S CENTER, P.C.
01-CV-2024-900914.00

The following matter was FILED on 7/28/2026 8:51:12 AM

C001 TOWNSEL KIM

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

[Filer: MICELI DAVID FRANCIS]

Notice Date: 7/28/2026 8:51:12 AM

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

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STATE OF ALABAMA **Revised 3/5/08**

Unified Judicial System

01-JEFFERSON ☐ **District Court** ☑ **Circuit Court**

Cas

CV20

KIM TOWNSEL V. HENDERSON & WALTON WOMEN'S CENTER, P.C.

CIVIL MOTION COVER SHEET

Name of Filing Party: C001 - TOWNSEL KIM

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

DAVID FRANCIS MICELI
P.O. BOX 2519
CARROLLTON, GA 30112

Attorney Bar No.: MIC006

☐ 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, orother Dispositive Motion not pursuant to Rule 12(b)) ($50.00)
- ☐ Judgment on the Pleadings ($50.00)
- ☐ Motion to Dismiss, or in the Alternative SummaryJudgment($50.00)
- ☐ Renewed Dispositive Motion(Summary Judgment,Judgment on the Pleadings, or other DispositiveMotion 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 Class Action Settlement

pursuant to Rule 23 (Subject to Filing Fee)

Check here if you have filed or are filing contemoraneously 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:
7/28/2026 8:44:46 AM

Signature of Attorney or Party
/s/ DAVID FRANCIS MICELI

*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.

DOCUMENT 104

**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.

ELECTRONICALLY FILED
7/28/2026 8:51 AM
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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

KIM TOWNSEL, on behalf of herself and all others similarly situated, **Plaintiff,** **v.** **HENDERSON & WALTON WOMEN'S CENTER, P.C.** **Defendant.**	)	**Case No. 01-CV-2024-900914**

PLAINTIFF'S *UNOPPOSED* MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARD AND INCORPORATED MEMORANDUM OF LAW

Plaintiff Kim Townsel ("Class Representative" or "Plaintiff"), individually and on behalf of the proposed Settlement Class of similarly situated individuals (hereinafter, the "Settlement Class", defined below), respectfully submits this Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Award and Memorandum of Law in support thereof. As set forth below and in the proposed Final Approval Order submitted herewith, Plaintiff respectfully requests 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 Plaintiff as Representative Plaintiff and reaffirming as Class Counsel the attorneys appointed in the Preliminary Approval Order; (c) 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 this *Motion and the Application for Attorneys' Fees, Expenses, and Service Award*; and (i) dismissing the Action and entering a Final Judgment.

I. INTRODUCTION

On March 24, 2026, the Court granted preliminary approval of the Settlement between Plaintiff and Defendant Henderson & Walton Women's Center, P.C., and ordered that Notice be given to the Settlement Class. The Settlement provides an excellent result for the roughly 34,465 person Settlement Class in the form of monetary and non-monetary relief, which includes a Settlement Fund not to exceed $900,000.00 from which Settlement Class Members could claim the following Settlement Class Benefits: (1) up to $150 in documented ordinary losses incurred as the sole and direct result of the Cybersecurity Incident; (2) up to $2,500 in reimbursement of documented extraordinary losses directly and proximately caused by the Cybersecurity Incident; (3) reimbursement for up to three hours of lost time reimbursed at $30 per hour, and; (4) three years of medical and credit monitoring with no deductible identity theft insurance.

After extensive arm's-length negotiations and a full-day mediation, the Parties negotiated the Settlement, thereby allowing Plaintiff to circumvent the many risks and uncertainties she would ultimately face at each stage of litigation if the case were to proceed to trial. Indeed, Plaintiff's claims involve the intricacies of data security litigation, which is a novel and constantly evolving area of the law. Although Plaintiff believes in the merits of her claims, Defendant denies all charges of wrongdoing or liability. Against these risks, Class Counsel and Plaintiff believe that the

Settlement is fair, reasonable, and adequate, and represents an excellent result for the Settlement Class.

After this Court granted preliminary approval, the Settlement Administrator 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 83.91% of the Settlement Class and easily meeting the due process standard. *See* Declaration of Stephanie Saunders re: Issuance of Notice and Settlement Administration attached hereto as Exhibit 1 ("Admin. Decl."), ¶ 13. 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 only one opt-out request and not a single Settlement Class Member objecting to the Settlement. Admin. Decl. ¶¶ 22-23.

For these reasons and those further set forth herein, Plaintiff respectfully requests the Court grant their Motion for Final Approval of the Class Action Settlement. Plaintiff further requests that the Court grant the Application for Attorneys' Fees, Expenses, and Service Awards.

II. BACKGROUND AND PROCEDURAL HISTORY

In the interest of efficiency, for factual and procedural background on this case, Plaintiff refers this Court to, and hereby incorporates, *Plaintiff's Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement* filed on January 21, 2026.

III. SUMMARY OF SETTLEMENT

A. The Settlement Class.

The proposed Settlement would establish a Settlement Class defined as follows:

> all persons whose personal information and/or protected health information was potentially compromised as a result of the Cyber

> Security Incident which occurred between February 11, 2022, and February 14, 2022.

S.A. ¶ 53. The proposed Settlement Class specifically excludes; (a) governmental entities; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff. *Id.* The proposed Settlement Class includes approximately 34,465 individuals.

B. Settlement Benefits to the Class

The Settlement negotiated on behalf of the Class provides for monetary relief to be paid by Defendant to Settlement Class members who submit a Valid Claim. Defendant will fund Settlement Fund not to exceed $900,000.00 from which Settlement Class Members may claim Settlement Class Benefits. Defendant will pay for the costs of the Notice Program, attorneys fees and costs and Service Award in addition to the Settlement Fund. Specifically, Settlement Class Members may be eligible to receive the following Settlement Benefits:

1. Compensation for Ordinary Losses

Compensation for unreimbursed ordinary losses incurred as the sole and direct result of the Cybersecurity Incident, may be up to a total of $150.00 per Settlement Class Member. Settlement Class Members must submit documentation supporting their Claims for ordinary losses. S.A. ¶ 61(a). This documentation may include receipts or other documentation not "self-prepared" by the claimant or third parties acting on the claimant's behalf that documents the costs incurred. *Id.* "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. *Id.*

Out of pocket expenses incurred as a result of the Cybersecurity Incident, including bank fees, 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; and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between

August 2022, and the date of the Claim Form Deadline. S.A. ¶ 61(a).

2. Compensation for Extraordinary Losses

Defendant shall provide compensation for documented extraordinary losses directly and proximately caused by the Cybersecurity Incident, beyond those covered under the ordinary losses provision. Compensation shall be available for losses up to a maximum of $2,500.00 per person, upon submission of a detailed claim and supporting documentation. S.A. ¶ 61(b). Acceptable documentation may include, but is not limited to identity theft reports, affidavits, police reports, correspondence with financial institutions, or evidence of out-of-pocket expenses not otherwise reimbursed. Claims will be subject to review for reasonableness and causation. *Id.*

3. Lost Time

Defendant will provide compensation for up to 3 hours of lost time, at $30/hour for time spent dealing with the Cybersecurity Incident and Claimants must include an attestation of the efforts spent directly in relation to the Cybersecurity Incident. S.A. ¶ 62.

4. Medical and Credit Monitoring

In addition to the Cash Payment and Lost Time, Settlement Class Members may also make a Claim for Medical and Credit Monitoring. Settlement Class Members may elect to receive medical monitoring which includes three years of one bureau monitoring. S.A. ¶ 63. The Credit Monitoring will include: (i) real time monitoring of the credit file at one bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft. *Id.*

C. Notice and Settlement Administration Costs

Defendant agreed to pay for Notice and Settlement Administration costs from the Class Benefits, including the cost of implementing and developing the Notice Program, as well as the costs of a Settlement Administrator to disseminate Notice, administer the Settlement, evaluate claims, and pay Settlement Class Members who submitted timely and valid claims. The final cost will not be known to the Parties until administration is complete, however, such costs are estimated to be $63,387.56. Admin. Decl. ¶ 24.

D. Release

Upon entry of the Final Approval Order, and in exchange for the relief described above, the Settlement Class Members who do not exclude themselves from the settlement will provide Defendant and its affiliates a full release of all claims related to the Cybersecurity Incident, including a release of all claims brought by Plaintiff, and any other statutory or common law claim that could have been asserted based upon the same conduct. S.A. ¶ 99-101. The Release is tailored to the claims that have been pleaded or could have been pleaded in this case.

IV. THE SETTLEMENT MERITS FINAL APPROVAL

A class action may be settled, voluntarily dismissed, or compromised only with court approval. Ala. R. Civ. P. 23(e). Judicial policy favors voluntary settlement as the means of resolving class-action cases; however, the court has an independent duty to ensure that the settlement is fair, adequate, and reasonable. See *Austin v. Hopper*, 28 F.Supp.2d 1231 (M.D. Ala. l998). 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 more narrow than it would be if the suits were to be successfully litigated," this is no objection to a class settlement, since "the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation." *Air Line Stewards & Stewardesses Assn' v. American Airlines, Inc*., 455 F.2d 101, 109 (7th Cir. 1972).

Instead, considerable weight should be given to the views of experienced counsel on the merits of the settlement. *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). There is a "strong initial presumption" that an arms-length settlement 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 Plaintiff strongly believes she has a good likelihood of prevailing on her claims, she also is aware that Defendant has denied her material allegations and has raised several legal defenses, any of which, if successful, would result in Plaintiff 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 Plaintiff's individual claims will not survive, or that Plaintiff 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: (1) up to $150 in documented ordinary losses incurred as the sole and direct result of the Cybersecurity Incident; (2) up to $2,500 in reimbursement of documented extraordinary losses directly and proximately caused by the Cybersecurity Incident; (3) reimbursement for up to three hours of lost time reimbursed at $30 per hour, and; (4) three years of medical and credit monitoring with no deductible identity theft insurance. 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 the 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 Plaintiff 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 Defendant, which is 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 Plaintiff's individual claims, briefing on any motion for class certification brought by Plaintiff, 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 Plaintiff was ultimately successful in the continued prosecution of the case through trial, appeals taken by the determined Defendant 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 603 Claim Forms submitted by Settlement Class Members represent a 2.09% claims rate from those Class Members who were deemed to have received notice. Admin. Decl. ¶ 20. This is commensurate with or surpasses claims rates frequently seen in other data breach class action settlements that have been finally approved by courts around the country. *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). Only one Class Member requested exclusion from this Settlement Class. Admin Decl. ¶ 22. Moreover, the Objection Deadline passed with *no* *objections* to the Settlement submitted. Admin Decl. ¶ 23.

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. Plaintiff 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 arms' length negotiations. *Declaration of Mariya Weekes in Support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement* ("Weekes Decl."), attached hereto as Exhibit 2, ¶¶ 10-11. Class Counsel's experience and investigation, combined with confirmatory discovery, put Plaintiff in a position to proficiently evaluate the case and negotiate a Settlement she and Class Counsel 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 F3d 296, 306 (5th Cir. 2004) ("The overriding theme of our caselaw is that formal discovery is not necessary as long as (1) the interests of the class are not prejudiced by the settlement negotiations and (2) there are substantial factual bases on which to premise settlement."). This factor favors approval of the settlement.

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

The ability for Defendant to withstand a greater judgment is not at issue here. However, even if Defendant could withstand a greater judgment, its ability to do so, "standing alone, does not suggest that the settlement is unfair." *Frank v. Eastman Kodak Co*., 228 F.R.D. 174, 186 (W.D.N.Y. 2005) (quoting *In re Austrian & German Bank Holocaust Litig*., 80 F. Supp. 2d 164, 178 n.9 (S.D.N.Y. 2000)); *see also In re Warfarin Sodium Antitrust Litig*., 391 F.3d 516, 538 (3d. Cir. 2004) (finding that "this factor neither favored nor disfavored settlement" because Defendant's "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 March 24, 2026, the Court preliminarily appointed Angeion Group to be the Settlement Administrator. On April 13, 2026, Angeion commenced mailing the Postcard Notice via First-Class mail, postage prepaid, to the 29,563 Settlement Class Members with sufficient mailing address information on the Class List. Admin. Decl. ¶ 10. After all remailings, Angeion estimates that the Postcard Notice was successfully delivered in connection with approximately 28,917 of the 34,465 unique Settlement Class Member records on the Class List, resulting in an approximate successful delivery rate of 83.90%. *Id.* ¶ 13. This easily met and surpassed the 70% reach threshold that most federal and state courts deem to satisfy due process.

On April 10, 2026, Angeion also established a Settlement Website, www.HWWCDataIncidentSettlement.com, which included information about the Settlement, related case documents, the Settlement Agreement, and allowed Settlement Class Members to file claim forms electronically. *Id.* ¶ 14. As of July 23, 2026, the Settlement Website has received 2,778 website visits by 1,775 unique users totaling 8,545 pageviews. *Id*. ¶ 15. Finally, on April 13, 2026, Angeion established the toll-free number, 1-855-823-4243, for Settlement Class Members to receive additional information and ask questions about the Settlement. *Id.* ¶ 16. As of July 23, 2026, Angeion has received 150 calls totaling 708 minutes. Id. ¶ 17. The IVR will be maintained throughout the administration of the Settlement. *Id.*

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* Weekes Decl. ¶ 13. 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. Weekes Decl. ¶ 20. The deadline for Settlement Class Members to submit a Claim Form is August 27, 2026. Admin Decl. ¶ 18. As of July 23, 2026, Angeion has received 603 Claim Form submissions. *Id*. ¶ 19. These submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. *Id.* The total number of Claim Forms received thus far represents approximately 1.75% of unique Settlement Class Member records on the Class List, and 2.09% of those 28,917 Settlement Class Members to whom notice was deemed to be successfully delivered. *Id*. ¶ 20. Angeion anticipates the final number of claims received will increase given there is over a month remaining prior to the claim filing deadline. *Id*.

The Objection and Opt-Out Periods ended on July 13, 2026. *Id.* ¶¶ 22-23. As of July 23, 2026, Angeion has received one (1) opt-out request and no objections. *Id.*

Based upon all of the above, the Notice Program was highly successful and supports the conclusion that the Settlement Agreement is fair, reasonable, and adequate considering, among other things: (1) the relief available to Plaintiff 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 Plaintiff and the Settlement Class.

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

As set forth in Plaintiff's Unopposed 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. See March 24, 2026 Preliminary Approval Order ¶ 7. Nothing has changed since then that could conceivably undermine class certification. Accordingly, Plaintiff respectfully requests that the Court finally certify the Settlement Class for Settlement purposes.

V. PLAINTIFF AND CLASS COUNSEL'S APPLICATION FOR ATTORNEYS' FEES AND COSTS.

Class Counsel also asks the Court to approve a reasonable combined attorneys' fee and costs award of $215,000.00, This amounts to 23.88% of the total Settlement Fund (which is not to exceed $900,000). This amount is inclusive of reimbursement of Class Counsel's expenses totaling $3,008.79. Plaintiff also seeks a Service Award of $2,500. SA, ¶¶ 50, 95, 97. As explained in detail below and supported by the attached Weekes Declaration, Class Counsel's request for attorneys' fees and costs, as well as the reasonable Service Award, 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 a substantial benefit for tens of thousands of Class Members. The requested attorneys' fees and costs and Service Award are justified in light of the excellent results obtained for the Settlement Class Members. Thus, Plaintiff and Class Counsel respectfully move the Court to approve the awards requested herein.

A. The Court Should Award Class Counsel's Requested Attorneys' Fees

Pursuant to the Settlement Agreement, Class Counsel seeks combined attorneys' fees and costs in the amount of $215,000, which constitutes 23.88% of the Settlement Fund, and is inclusive of $3,008.79 in reimbursement of the litigation costs and expenses that were advanced and paid by Class Counsel. The requested fee is well within the range of approved fees in other class actions, pursuant to Alabama law, and is fair and reasonable in light of the significant recovery secured on behalf of the Settlement Class Members by Class Counsel's efforts.

It is well established under Alabama law that attorneys who, by their efforts, create a common fund for the benefit of a class are entitled to reasonable fees and costs based on the common benefit achieved. *Edelman & Combs v. Law*, 663 So.2d 957, 959 (Ala. 1995) (citing *Ex parte Brown*, 562 So. 2d 485, 495 (Ala. 1990); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.")).

In cases where, as here, a class action settlement results in the creation of a settlement fund, "[the Alabama Supreme] Court, like the federal courts, has long recognized that a lawyer who recovers an award for the benefit of a class of clients is entitled to a reasonable fee from the amount recovered." *Edelman*, 663 So. 2d at 959 (citing *Ex parte Brown*, 562 So. 2d at 495). This rule is "an equitable principle designed to compensate the attorney whose services on behalf of his client created a fund to which others may have a claim." *City of Ozark Trawick,* 604 So. 2d 360, 364 (Ala. 1992) (citing *Maryland Casualty Co. v. Tiffin*, 537 So. 2d 469 (Ala. 1988)).

State and federal courts throughout Alabama consistently apply the "percentage-of-the-fund" approach for cases, such as this one, where a common monetary fund is established for the benefit of a class of individuals. *See Union Fid. Life Ins. Co. v. McCurdy*, 781 So. 2d 186, 189 (Ala. 2000) ("the common-fund approach is the preferred method for calculating attorney fees in class actions"); *see also Blum v. Stenson*, 465 U.S. 886, 900 (1984) ("under the 'common fund doctrine' . . . a reasonable fee is based on a percentage of the fund bestowed on the class"). Further, the United States Supreme Court has held that negotiated, agreed-upon attorneys' fee provisions are ideal outcomes toward which parties should strive. *See Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) ("A request for attorneys' fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount for a fee.").

Although fee awards based on the percentage of the fund may vary, awards of 33 ⅓% are referred to as generally reasonable. *See, e.g.*, *City of Ozark*, 604 So. 2d at 364–65 (Ala. 1992) (finding reasonable a fee award of one-third of the class action common fund); *McWhorter v. Ocwen Loan Servicing, LLC*, No. 2:15-CV-01831-MHH, 2019 WL 9171207, at *14 (N.D. Ala. Aug. 1, 2019) ("The Court of Appeals and numerous district courts in this circuit have held that one-third of the fund represents a reasonable attorneys' fee, especially in contingency fee cases, such as this one.") (collecting cases)[1]; *see also Waters v. Int'l Precious Metals Corp*., 190 F.3d 1291, 1295 (11th Cir. 1999) (affirming attorneys' fees representing "33 ⅓%" of the common fund);

[1] Alabama courts routinely rely on federal court case law when analyzing issues in class action cases. *See Union Fid.*, 781 So. 2d at 189 ("As we have said before, Alabama will look to federal law in interpreting this most complex area of litigation.") (citing *Adams v. Robertson,* 676 So. 2d 1265, 1268 (Ala. 1995)).

Camden I Condominium Ass'n v. Dunkle, 946 F.2d 768, 774-75 (11th Cir. 1991) ("The majority of common fund fee awards fall between 20% and 30% of the fund . . . an upper limit of 50% may be stated as a general rule, although even larger percentages have been awarded"); *Waters v. Cook's Pest Control, Inc.*, No. 2:07-CV-00394, 2012 WL 2923542, *18 (N.D. Ala. July 17, 2012) ("[A]n award of 35% of the Settlement Fund is well within the range of 20% to 50%, which has been generally established in this circuit."). As a result, there is a presumption of reasonableness to the requested 23.88% fee award, and it is fully supported based on the consideration of the relevant factors discussed below.

B. Class Counsel's Requested Attorneys' Fee is Reasonable and Supported

The Supreme Court of Alabama established general guidelines for trial courts to consider in determining a reasonable attorney fee award in *Peebles v. Miley,* 439 So.2d 137 (Ala.1983). In *Edelman*, the Court confirmed that the *Peebles* factors should be considered by the trial court when determining fees for counsel in a class action case. The *Peebles* factors are: (1) the nature and value of the subject matter of the employment; (2) the learning, skill, and labor requisite to its proper discharge; (3) "the time consumed; (4) the professional experience and reputation of the attorney; (5) the weight of his responsibilities; (6) the measure of success achieved; (7) the reasonable expenses incurred by the attorney; (8) whether the fee is fixed or contingent; (9) the nature and length of a professional relationship; (10) the fee customarily charged in the locality for similar legal services; (11) the likelihood that a particular employment may preclude other employment; and, (12) the time limitations imposed by the client or by the circumstances. *Edelman*, 663 So. 2d at 960.

Importantly, "not all of these criteria are applicable in every case" and "a trial court may consider those that are [applicable], along with other pertinent facts, in approving attorney fees."

Id. In addition, other factors may also be pertinent, including, for example, "whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Camden I,* 946 F.2d at 775. Here, the analysis of the factors below demonstrates that the requested fee award is amply justified.

1. The nature and value of the subject matter of employment

Plaintiff brings this class action against Defendant for its alleged failure to properly secure and safeguard the PII and PHI in its possession. Plaintiff and Settlement Class Members alleged that because their PII and PHI have been made accessible to cybercriminals, Plaintiff and Class members are at imminent and impending risk of identity theft. Additionally, Plaintiff and Settlement Class Members allege they have already lost time and money responding to and mitigating the impact of the Cybersecurity Incident.

For these reasons, Plaintiff and Class Counsel believe the prosecution of this case has been incredibly valuable not only to Plaintiff but also to the public at large, by seeking and securing monetary relief for the Settlement Class Members. *See Gascho v. Global Fitness Holdings, LLC*, 822 F.3d 269, 287 (6th Cir. 2016) (holding that class actions such as this action "have value to society[—]particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources").

2. The learning, skill, and labor requisite to its proper discharge

It is well recognized that class actions are complex actions to prosecute due to their inherently complicated legal and factual issues. Courts consistently suggest that cases that are "more complex, involve the lives and fortunes of larger numbers of people, and have a greater public value," such as "class action cases," warrant higher fees. See *Edelman*, 663 So. 2d at 960–

61 ("Class actions are designed to provide a vehicle for redress where wrongful conduct has resulted in harm to a great number of people . . . in such cases, fee awards of as high as 50% of the recovery may be justified . . . taking into account the management responsibilities inherent in a class action"). Henderson has denied Plaintiff's material allegations and raised several legal defenses, any of which, if successful, would result in the Plaintiff and the proposed Settlement Class Members receiving no payment whatsoever. Specifically, Henderson argued in its motion to dismiss that Plaintiff has not suffered any actual injury, that no negligence or violation of other state law occurred, and that Plaintiff would not be able to adversely certify any proposed class for litigation purposes.

Further, this specific class action involved complex issues in the evolving field of data breach law. Although nearly all class actions involve a high level of risk, expense, and complexity, data breach cases are especially so. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 WL 256132, at *32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions); *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *12 (N.D. Cal. Aug. 17, 2018) ("[C]lass certification was not guaranteed, in part because Plaintiffs had a scarcity of precedent to draw on."); *see, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 15 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting cases).

3. The time consumed

The *Edelman* Court emphasized that "the 'expended time' factor has limited significance in a common fund case" and quoted an analogy stating that "[a] surgeon who skillfully performs an appendectomy in seven minutes is entitled to no smaller fee than one who takes an hour; many a patient would think he is entitled to more." *Edelman*, 663 So. 2d at 960. Here, Class Counsel investigated and litigated this case rigorously and thoroughly, which included pre-suit investigations, extensive legal researching, drafting pleadings, reviewing documents, researching and drafting a fulsome response to Defendant's motion to dismiss, engaging in informal discovery, preparing for and participating in formal mediation, successfully negotiating the class-wide Settlement with meaningful relief, seeking approval of the Settlement, and now overseeing the administration of the Settlement. Indeed, Class Counsel spent many hours prosecuting this matter, and anticipates spending additional time. Weekes Decl. ¶¶ 20-21.

Further, the Settlement Agreement was negotiated at arms-length with a skilled third-party mediator, which required counsel to expend a considerable amount of time and effort in coordinating various litigation and settlement strategies. Had this case not settled when it did, it is certain that substantial expense, duration, and complexity would result from the additional litigation, including trial and, likely, lengthy appeals. Furthermore, the Class Members would likely not have achieved any result for several years, while also running the risk of obtaining a less favorable result than the Settlement achieved here or obtaining no result whatsoever. Given the quality and quantity of work expended by Class Counsel, the risk of substantially more time and money having to be expended had the litigation not settled, and the results achieved as a direct result of those efforts, the requested fee award is justified.

4. The professional experience and reputation of the attorney[s]

"[P]rosecution and management of a complex national class action requires unique legal skills and abilities." *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987) Here, Class Counsel have decades of experience in class action litigation and have extensive experience in data breach and privacy litigation, in particular. *See* Declaration of Mariya Weekes, attached as Exhibit B to Plaintiff's Unopposed Motion & Memorandum in Support of Preliminary Approval of Class

Action Settlement, at ¶ 9. Class Counsel's experience here is indisputable, and in this case, they were able to use that extensive experience to inform negotiations and drive this case to an excellent resolution. Accordingly, the requested fee award is reasonable in light of the quality of representation and the type of complex consumer class action at issue here, where such a fee is necessary to continue to attract competent and dedicated counsel given the time, costs, and significant risk of nonpayment involved.

5. The weight of [the attorneys'] responsibilities

From the inception of this matter, Class Counsel has shouldered the immense weight of the multitude of responsibilities that come with litigating a complex data breach class action. *See In re Toyota Unintended Acceleration Mktg., Sales Practices, & Prods. Liab. Litig*., No. 8:10-ML-2151, 2013 WL 12327929, at *31 (C.D. Cal. July 24, 2012) ("Courts have recognized that the 'prosecution and management of a complex national class action requires unique legal skills and abilities.'") (citation omitted). As discussed *supra*, data breach class actions are an emerging area of law that require detailed investigations into the cause and scope of the Cybersecurity Incident, extensive plaintiff vetting, time-intensive legal and factual research, and careful pleadings just to get past the pleading stage. Here, Class Counsel has tackled these responsibilities by, among other things, drafting a thorough response to Defendant's motion to dismiss that positioned Plaintiff to quickly engage in meaningful settlement negotiations. Claas Counsel then participated in hard-fought settlement discussions, conducted pre-mediation written discovery and document review, prepared a convincing mediation statement, negotiated a meaningful settlement, crafted a comprehensive notice program, sought preliminary approval of the Settlement, and is now overseeing the administration of the Settlement. Weekes Decl. ¶¶ 12, 20-21.

Were it not for Class Counsel taking on this complex action and successfully litigating it from the start, the highly favorable Settlement could not have been achieved.

6. The measure of success achieved

The Settlement provides an excellent result for the roughly 34,465 person Settlement Class in the form of monetary and non-monetary relief, which includes a Settlement Fund not to exceed $900,000.00 from which Settlement Class Members could claim the following Settlement Class Benefits: (1) up to $150 in documented ordinary losses incurred as the sole and direct result of the Cybersecurity Incident; (2) up to $2,500 in reimbursement of documented extraordinary losses directly and proximately caused by the Cybersecurity Incident; (3) reimbursement for up to three hours of lost time reimbursed at $30 per hour, and; (4) three years of medical and credit monitoring with no deductible identity theft insurance. Despite the difficulties in prosecuting data breach class action cases, especially ones such as this in which both legal liability and damages are difficult to prove, a result such as this is outstanding and weighs in favor of the requested fee.

7. The reasonable expenses incurred by the attorney[s] and whether the fee is fixed or contingent

Class Counsel invested $3,008.79 out of their own pocket to prosecute this case. All of these expenses were reasonable and necessary to fully prosecute this matter and incurred for the benefit of the Class Members. Weekes Decl. ¶¶ 32-33. As such, Class Counsel's willingness to invest such a substantial amount of money in the case with no guarantee of reimbursement supports the requested fee award. *Id.*

Further, Class Counsel took on this case on a purely contingent basis. Weekes Decl. ¶ 23. As such, Class Counsel, again, assumed a significant risk of nonpayment or underpayment. The case required Class Counsel to spend time and resources on this litigation that could have been spent on other matters. *Id.* ¶ 24. Because Class Counsel undertook representation of this matter on a contingency-fee basis, they shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment. *Id.* ¶ 23.

That risk should be taken into consideration when determining an appropriate fee. S*ee In re Continental Ill. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent basis, plaintiffs' counsel must be compensated adequately for the risk of non-payment); *York v. Alabama Senate Bd. of Ed.*, 631 F. Supp. 78, 86 (M.D. Ala. 1986); *see also In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) ("Contingent fees that may far exceed the market value of the services if rendered on a non-contingent basis are accepted in the legal profession as a legitimate way of assuring competent representation for plaintiffs who could not afford to pay on an hourly basis regardless whether they win or lose.").

The fact that Class Counsel secured a favorable settlement in the end is not relevant to assessing the risks attendant to the case which Class Counsel assumed at the case's inception. *See Skelton v. General Motors Corp.*, 860 F.2d 250, 258 (7th Cir. 1988) ("The point at which plaintiffs settle with defendants . . . is simply not relevant to determining the risks incurred by their counsel in agreeing to represent them"); *Lindsey Bros. Builders, Inc. v. American Radiator & Standard Sanitary Corp.*, 540 F.2d 102, 112 (3rd Cir. 1976).

Despite Class Counsel's effort in litigating this case, Class Counsel remains uncompensated for the time invested, in addition to the expenses advanced to date. Weekes Decl. ¶ 39. Class Counsel have devoted significant attorney time and incurred litigation costs without the assurance that they would recover those expenses. *Id.* ¶ *23.* The fact that Class Counsel took such a substantial risk with both litigation costs and contingency fees, favors approval of the requested fees.

8. The nature and length of a professional relationship

Class Counsel have represented the Plaintiff for almost two and a half years now (with this case being filed on February 29, 2024) on a purely contingency-fee basis with no guarantee of success. Further, this case is a single action representation, and there is no "repeat business" from the Plaintiff to be gained from such representation. For these reasons, this factor supports approving the requested fee.

9. The fee customarily charged in the locality for similar legal services

As set forth above, attorneys' fees awarded in common fund cases in Alabama have ranged from 20% to 50%, with 33 ⅓% considered fair and reasonable by the Alabama Supreme Court. *See Edelman*, 663 So.2d at 960 ("Several factors, including the number of lawyers who were actively engaged for over four years in the handling of the claims, the complexity of the litigation, as well as the management responsibilities inherent in a class action, and the result obtained, would justify an award of an amount between 20% and 33 ⅓% of the amount of the settlement."); s*ee also City of Bessemer v. McClain*, 957 So. 2d 1061, 1078 (Ala. 2006) (upholding a fee award of one-third of the common fund); *City of Ozark*, 604 So. 2d at 364–65 (Ala. 1992) (finding reasonable a fee award of one-third of the class action common fund). In the Eleventh Circuit, percentage-based fee awards have averaged around 33% of the class benefit. *See, e.g., Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5-6 (S.D. Fla. Sept. 26, 2012) (noting that fees in this Circuit are "roughly one-third"); T. Eisenberg, et al., *Attorneys' Fees in Class Actions*: 2009-2013, 92 N.Y.U. Law Rev. 937, 951 (2017) (median fee from 2009-2013 was 33%); *cf. Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986) ("When the prevailing method of compensating lawyers for similar services is the contingent fee, then the contingent fee *is* the market rate.") (internal quotations omitted, emphasis in original). The requested fee award here is well-within the range of attorneys' fee awards routinely found reasonable in similar cases by courts in this state and by federal courts in the Eleventh Circuit.

10. The likelihood that [this] employment [precluded] other employment

"This guideline involves the dual consideration of other available business which is foreclosed because of conflicts of interest which occur from the representation, and the fact that once the employment is undertaken the attorney is not free to use the time spent on the client's behalf for other purposes." *Johnson v. Georgia Highway Exp., Inc.*, 488 F.2d 714, 718 (5th Cir. 1974). There is no question that the hours Class Counsel and their staff spent prosecuting this case precluded them from securing and profiting from other employment over the past year. Additionally, Class Counsel spent $3,008.79 in litigation expenses to prosecute this case, where such money could have instead been used for other employment opportunities or otherwise investing into their law firm.

11. The time limitations imposed by the client or by the circumstances

While Counsel does not feel this factor to have much relevance to this case, there were practical time limitations that favored settlement, as opposed to conducting a trial on the matter. Namely, Henderson had only a limited and wasting insurance policy available to fund a possible recovery for the Settlement Class. Weekes Decl., ¶ 26. Protracted litigation would have further depleted the available insurance funds thereby potentially decreasing the recovery for the Class. *Id.* Accordingly, the Settlement secured by Class Counsel not only provides immediate benefits to the Settlement Class, but it also provides a recovery amount that was unlikely to increase through further litigation.

Each of the *Peebles* factors discussed herein support Class Counsel's requested fee award.

C. The Court Should Approve Class Counsel's Requested Reimbursable Litigation Costs as Part of the Combined Fee and Cost Award.

Class Counsel expended $3,008.79 in reimbursable costs and expenses related mediation fees, filing and *pro hac vice* fees, and service of process fees. Weekes Decl. ¶ 32. Courts regularly award reimbursement of the expenses counsel incurred in prosecuting the litigation. *See Edelman*, 663 So.2d at 961 ("[O]ur reversal of that portion in no way affects that portion of the judgment that requires [the defendant] to reimburse the plaintiffs' counsel for all reasonable expenses incurred in the management of the class action[.]"); *Waters v. Int'l Precious Metals Corp.,* 190 F.3d 1291, 1298 (11th Cir. 1999) ("plaintiffs' attorney are entitled to reimbursement of those reasonable and necessary out-of-pocket expenses incurred in the course of activities that benefitted the class") (citing *In re "Agent Orange" Prod. Liab. Litig.*, 611 F. Supp. 1296, 1314 (E.D.N.Y. 1985)); *Waters v. Cook's Pest Control, Inc.*, No. 2:07-CV-00394-LSC, 2012 WL 2923542 (N.D. Ala. 2012) (approving plaintiffs' class counsel's fee request for 35% of the $2,500,000 settlement fund, as well as reimbursement of their costs in the amount of $53,831.55). Therefore, Class Counsel request the Court approve as reasonable the incurred expenses, a request which Defendant does not oppose.

D. The Agreed-Upon Service Award Amount for Plaintiff Is Reasonable and Should Be Approved

The requested $2,500.00 Service Award for the Class Representative is reasonable and modest compared to other incentive awards granted to class representatives in similar class actions. "Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Ingram v. Coca–Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001); *see also Parsons v. Brighthouse Networks, LLC*, No. 09-cv-267, 2015 WL 13629647, at *16 (N.D. Ala. Feb. 5, 2015) (approving $5,000 incentive award for class representative); *Martin v. Dun & Bradstreet, Inc.*, No. 12-cv-215, 2014 WL 9913504, at *3 (N.D. Ill. Jan. 16, 2014) (awarding incentive award of $20,000 in TCPA class action); *Allapattah Servs., Inc. v. Exxon Corp.,* 454 F. Supp. 2d 1185, 1218–19 (S.D. Fla. 2006) (noting that "incentive awards are not uncommon in class action litigation where, as here, a common fund has been created for the benefit of the class").

Here, Plaintiff's efforts and participation in prosecuting this case justify the Service Award sought. Even though no award of any sort or special treatment was promised to Plaintiff prior to the commencement of the litigation or at any time thereafter, Plaintiff nonetheless contributed significant time and effort in pursuing her own claims, as well as in serving as the representative on behalf of the Settlement Class Members—exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action. Weekes Decl. ¶¶ 27, 36.

Plaintiff participated in the initial investigation of her claims and provided her sensitive personal information and records to Class Counsel to aid in preparing the initial pleadings and issuing discovery, reviewed the pleadings prior to filing, consulted with Class Counsel on numerous occasions, stayed abreast of the litigation for about two and a half years, and provided feedback and input on the settlement negotiations and a number of other filings including, most importantly, the Settlement Agreement. *Id.* ¶ 36.

Further, agreeing to serve as the Class Representative meant that Plaintiff publicly placed her name on this suit and opened herself to significant risks which, in and of itself, is certainly worthy of some type of remuneration. *Columbus Drywall & Insulation, Inc. v. Masco Corp.,* No. 04-cv-3066, 2008 WL 11319972, at *2 (N.D. Ga. Mar. 4, 2008) (citing *Ingram*, 200 F.R.D. at 685). Were it not for Plaintiff's willingness to bring this action on a class-wide basis, their efforts and contributions to the litigation by assisting Class Counsel with their investigation and filing of this suit, and their continued participation and monitoring of the case through settlement, the substantial benefit to the Settlement Class Members afforded under the Settlement Agreement would not exist.

The Service Award requested for the Plaintiff amounts to roughly 0.0027% of the total Settlement Fund, which is well in line with the average service award granted in class actions. *See, e.g., Craftwood Lumber Co. v. Interline Brands, Inc.*, No. 11-cv-4462, U.S. Dist. LEXIS 35421, at *19 (N.D. Ill. Mar. 23, 2015) ("a study on incentive awards for class action plaintiffs (also conducted by Eisenberg and Miller) . . . found that the mean incentive fee granted in class actions overall is .161% [of the total recovery]") (citing *Eisenberg & Miller*, *Incentive Award to Class Action Plaintiffs: An Empirical Study*, 53 U.C.L.A. L. Rev. 1303, 1339 (2006)). Indeed, numerous courts that have granted final approval in similar settlements have awarded significantly larger incentive awards than the one sought here. *See, e.g., Markos v. Wells Fargo Bank, N.A.*, No. 15-cv-01156, 2017 WL 416425, at *3 (N.D. Ga. Jan. 30, 2017) (approving service awards of $20,000 to each class representative in a class action).

Compensating Plaintiff for the risks and steadfast efforts she undertook to benefit the Settlement Class Members is reasonable under the circumstances of this case, especially in light of the substantial results obtained. As shown above, courts have regularly approved service awards in similar class action litigation consistent with and greater than the Service Award sought here. Moreover, no opposition or objection to the Service Award has been raised to date. A Service Award of $2,500.00 to Plaintiff is reasonable, justified, and should be approved.

E. The Positive Reaction of the Settlement Class Supports the Requests

Notice of the Settlement was directly provided to Class Members by direct mail with Notice further disseminated via the Settlement Website. Class Members were informed in the Notice that Class Counsel would apply for attorneys' fees and costs of $215,000 and the $2,500 Service Award. *See* SA*,* ¶¶ 95, 97; *see also* SA Exhibit 3 (Long Form Notice). The Notice plainly advises Class Members of their right to object to Class Counsel's fee and expense request. *Id*. To date, there have been *no* objections to any of the terms of the Settlement, including the terms regarding the attorneys' fees, costs, and service award being requested here. *Id*. The lack of objections received to date supports approval of the requested award for attorneys' fees. *See Anderson v. Merit Energy Co.*, No. 07-CV-00916-LTB, 2009 WL 3378526, at *3 (D. Colo. Oct. 20, 2009) ("The absence of any Class members' objection is an additional factor that supports this Court's approval of the requested attorneys' fees."); *see, e.g., Howard v. Liquidity Servs. Inc.*, No. CV 14-1183 (BAH), 2018 WL 4853898, at *7 (D.D.C. Oct. 5, 2018) (finding support for attorneys' fees in the absence of objections to the request).

VI. CONCLUSION

Plaintiff has 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 reasons, Plaintiff respectfully requests that the Court enter an order granting final approval of the Settlement, finally certifying the Settlement Class for settlement purposes only, appointing Plaintiff Kim Townsel as Representative Plaintiff, appointing Mariya Weekes of Milberg PLLC as Class Counsel, granting Plaintiff's request for a Service Award in the amount of $2,500, and combined attorneys' fees and expenses in the amount of $215,000.00.

Dated: July 28, 2026

Respectfully submitted,

/s/ Mariya Weekes
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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I hereby certify that, on July 28, 2026, I electronically filed the foregoing with the Clerk of Court using the Alafile system, which will send notification of such filing to all counsel of record.

Dated: July 28, 2026

/s/ *David F. Miceli*

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EXHIBIT 1

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

KIM TOWNSEL, Plaintiff, v. HENDERSON & WALTON WOMEN'S CENTER, P.C., Defendant.	Case No.: 01-CV-2024-900914.00

DECLARATION OF STEPHANIE SAUNDERS RE: ISSUANCE OF NOTICE AND SETTLEMENT ADMINISTRATION

I, Stephanie Saunders, Esq., declare as follows:

1. I am a Vice President of Class Action and Mass Tort Services at the class action notice and settlement administration firm Angeion Group, LLC ("Angeion"). I am over 21 years of age and am not a party to this action. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of business at Angeion.

2. I am a licensed attorney in the Commonwealth of Pennsylvania and practiced as a class action attorney for more than eight years at a nationally recognized litigation firm. Prior to practicing law, I developed substantial professional expertise in marketing and advertising within the media and publishing industry, as well as at one of the largest financial institutions in the United States. This combined legal and marketing background uniquely positions me to evaluate and implement effective class action notice programs.

3. In my professional roles focused on marketing, advertising, and audience-driven communications, I led the development and execution of integrated, multi-channel marketing and advertising campaigns across mass media, digital, and direct channels. I had regularly translated complex, technical, and highly regulated subject matter into clear, accessible, and audience-appropriate messaging.

4. This experience is directly applicable to the design, evaluation, and implementation of class action notice programs. I routinely apply these principles to develop notice plans that are strategically targeted, legally compliant, and optimized to maximize reach, comprehension, and participation among class members. My work emphasizes clarity, accuracy, and effectiveness, consistent with due process requirements and established best practices governing class action notice.

5. I have been directly involved in the planning and execution of a wide range of court-approved notice and claims administration programs, both during my legal practice and in my current role, including some of the largest and most complex notice programs implemented by Angeion. This experience provides me with a comprehensive understanding of the practical, legal, and operational considerations necessary to design and assess notice programs in complex class action matters.

6. Pursuant to the Court's March 24, 2026, Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), Angeion was appointed to serve as the Settlement Administrator and directed to commence the Notice Program and initiate the Claims Process, and otherwise comply with the obligations of the Settlement Agreement as outlined in the Settlement Agreement.[1]

7. The purpose of this Declaration is to provide the Court with a summary of the work performed by Angeion to disseminate notice to the Settlement Class and other administrative tasks.

CLASS DATA

8. On April 3, 2026, Defendant's Counsel provided Angeion with a data file containing the names of potential Settlement Class Members and, where available, corresponding mailing address information. On April 6, 2026, Defendant's Counsel provided two supplemental data files. Angeion combined and analyzed the records from all three (3) data files. After removing

[1] Unless otherwise defined herein, all capitalized terms have the meanings defined in the Settlement Agreement and Releases, dated December 15, 2025 ("Settlement Agreement").

duplicate records, Angeion identified 34,465 unique potential Settlement Class Member records, of which 29,571 contained complete or partial mailing addresses and 4,894 contained names only, with no mailing address information.

DISSEMINATION OF THE POSTCARD NOTICE

9. Prior to mailing the Postcard Notice, the mailing addresses on the Class List were processed through the USPS National Change of Address ("NCOA") database to identify updated addresses for individuals who had moved within the previous four years and filed a change of address with the USPS. Following NCOA processing and final address review, eight records were identified as having insufficient address information necessary to mail. Angeion updated the Class List with the NCOA updates, resulting in a total of 29,563 Settlement Class Member records with sufficient mailing address information.

10. On April 13, 2026, Angeion commenced mailing the Postcard Notice via First-Class mail, postage prepaid, to the 29,563 Settlement Class Members with sufficient mailing address information on the Class List. A true and accurate copy of the Postcard Notice is attached hereto as **Exhibit A**.

11. As of July 23, 2026, a total of 103 Postcard Notices have been returned by the USPS as undeliverable with a forwarding address. Angeion promptly re-mailed these Postcard Notices to the forwarding addresses provided by the USPS.

12. As of July 23, 2026, a total of 2,765 Postcard Notices were returned by the USPS as undeliverable without a forwarding address. Angeion conducted address verification searches ("skip traces") and, as a result, 2,119 Postcard Notices were re-mailed to updated addresses identified via skip tracing.

13. Based on the direct notice efforts described above, Angeion estimates that the Postcard Notice was successfully delivered in connection with approximately 28,917 of the 34,465 unique Settlement Class Member records on the Class List, resulting in an approximate successful

delivery rate of 83.90%.[2] The Federal Judicial Center states that a notice plan that reaches 70-95% of class members is one that reaches a "high percentage" and is within the "norm." Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, "Managing Class Action Litigation: A Pocket Guide for Judges," at 27 (3d Ed. 2010).

SETTLEMENT WEBSITE

14. On April 10, 2026, Angeion established the following case-specific website dedicated to this Settlement: www.HWWCDataIncidentSettlement.com, (the "Settlement Website"). The Settlement Website was designed to be user-friendly and make it easy for Settlement Class Members to view general information about this Settlement, including important dates and deadlines, and answers to frequently asked questions. Settlement Class Members can also view or download important documents such as the Claim Form (attached hereto as **Exhibit B**), Notice of Proposed Class Action (attached hereto as **Exhibit C**), Preliminary Approval Order, Settlement Agreement, and Complaint. The Settlement Website also allows Settlement Class Members to submit a Claim Form and upload supporting documentation via a secure online portal customized for this Settlement. The "Contact" page on the Settlement Website provides the contact information for the Settlement Administrator and allows Settlement Class Members to submit additional questions to a dedicated email address established for this Settlement: info@HWWCDataIncidentSettlement.com.

15. As of July 23, 2026, the Settlement Website has received 2,778 website visits by 1,775 unique users totaling 8,545 pageviews.

TOLL-FREE HOTLINE AND EMAIL ADDRESS

16. On April 13, 2026, Angeion established the following case-specific toll-free telephone number: 855-823-4243. The toll-free hotline utilizes an Interactive Voice Response ("IVR") system to provide Settlement Class Members with automated responses to frequently

[2] For purposes of this calculation, notice was considered to be "successfully delivered" if it was mailed and not returned as undeliverable by the United States Postal Service ("USPS") or remailed to an updated address and not subsequently returned as undeliverable.

asked questions. Settlement Class Members can also leave a message with additional questions or request a copy of the Notice or Claim Form. The toll-free hotline is accessible 24 hours a day, 7 days a week.

17. As of July 23, 2026, Angeion has received 150 calls totaling 708 minutes. The IVR will be maintained throughout the administration of the Settlement.

CLAIM FORMS

18. The deadline for Settlement Class Members to submit a Claim Form is August 27, 2026.

19. As of July 23, 2026, Angeion has received 603 Claim Form submissions. These submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions.

20. The total number of Claim Forms received thus far represents approximately 1.75% of unique Settlement Class Member records on the Class List, and 2.09% of those 28,917 Settlement Class Members to whom notice was deemed to be successfully delivered. Angeion anticipates the final number of claims received will increase given there is over a month remaining prior to the claim filing deadline.

21. Angeion will continue to report to the Parties the number of Claim Form submissions it receives and processes.

EXCLUSIONS & OBJECTIONS

22. The deadline for Settlement Class Members to request exclusion from the Settlement was July 13, 2026. As of the date of this declaration, Angeion has received one (1) timely exclusion request from Shelia Green.

23. The deadline for Settlement Class Members to object to the Settlement was June 29, 2026. As of the date of this Declaration, Angeion has not received any objections, and is not aware of any objections being filed with the Court.

NOTICE AND ADMINISTRATION COSTS

24. Through June 30, 2026, the cost to provide Notice and administration services has totaled $34,017.62. Angeion estimates that the remaining cost to provide notice and administration services through the conclusion of the administration will be approximately $29,369.64, with the overall total cost to provide notice and administration services estimated to be $63,387.26.[3]

CONCLUSION

25. The notice program implemented in this Settlement included direct mail notice to all reasonably identifiable Settlement Class Members, combined with the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

26. It is my professional opinion that the Notice Plan implemented in this Settlement provided full and proper notice to members of the Settlement Class before the applicable response deadlines, and that the Notice Plan is the best notice practicable under the circumstances, fully comporting with due process, and the Alabama Rules of Civil Procedure.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23 day of July, 2026.

Stephanie E. Saunders

STEPHANIE E. SAUNDERS

[3] This estimate contemplates costs associated with a single distribution of payments and is based on certain assumptions used to estimate costs. Deviations from these assumptions may result in additional costs. Angeion will provide a separate cost estimate if an additional distribution is required. Out of scope services not contemplated in Angeion's project proposal estimate are subject to additional costs.

EXHIBIT A

LEGAL NOTICE

CONFIDENTIAL LEGAL INFORMATION – TO BE OPENED BY THE ADDRESSEE ONLY

The Circuit Court for Jefferson County, Alabama authorized this Notice.

You are not being sued.

HWWC Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID»

«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

HWWC Contact Information Update Form

«BARCODE»

Complete this Contact Information Update Form if you need to provide updated contact information to the Settlement Administrator. **THIS IS NOT A CLAIM FORM**. If you want to submit a claim for Extaordinary Losses, Ordinary Losses, Lost Time, and/or Medical & Credit Monitoring, visit www.HWWCDataIncidentSettlement.com.

Provide your updated contact information details below:

Street Address: ____

City: ____

State: ___________________________ **Zip Code:** ____________________________

Email Addres: ______________________________________

Phone Number: ____________________________________

A proposed Settlement has been reached with the defendant in the lawsuit captioned: *Kim Townsel v. Henderson & Walton Women's Center, P.C.,* Case No. CV-2024-900914.00 in the Circuit Court of Jefferson County, Alabama.

Who is Included? All persons whose personal information and/or protected health information was potentially compromised as a result of the Cybersecurity Incident which occurred between February 11, 2022, and February 14, 2022. You are receiving this Notice because Defendant's records indicate that you are a Settlement Class Member.

What does the Settlement Provide? Defendant, Henderson & Walton Women's Center, P.C., will pay up to $900,000.00 for payment of approved claims for Medical & Credit Monitoring, Extraordinary Losses of up to $2,500 per person, Ordinary Losses of up to $150 per person, and/or Compensation for Lost Time up to three hours at a rate of $30 per hour. In addition to these benefits, Defendant will pay for Notice and Administration Expenses, Class Counsel's Attorneys' Fees and Costs up to $215,000.00 and Service Award of $2,500.00 for the Class Representative (subject to Court approval). Please visit www.HWWCDataIncidentSettlement.com. for a full description of the Settlement Benefits.

How To Get Benefits: Visit **www.HWWCDataIncidentSettlement.com.** to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **August 27, 2026,** or submitted by mail must be postmarked no later than **August 27,2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **July 13, 2026**. If you do not exclude yourself, you will release any claims you may have against the Defendant or the Released Parties related to the Cybersecurity Incident, as more fully described in the Settlement Agreement, available at **www.HWWCDataIncidentSettlement.com**. If you do not exclude yourself, you may **object** to the Settlement by **June 28, 2026**. Please visit **www.HWWCDataIncidentSettlement.com** for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

The Final Approval Hearing: The Court has scheduled a hearing for **August 12, 2026, at 2:00pm CDT** at **716 Richard Arrington Jr Blvd N, Birmingham, AL 35203**, to consider whether to approve the Settlement, Service Award, Attorneys' Fees and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **www.HWWCDataIncidentSettlement.com** for updates.

This Notice is only a Summary. Please visit www.HWWCDataIncidentSettlement.com. or call toll-free 1 (855) 823 4243 for more information.

HWWC Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT B

Your claim must be submitted online or postmarked by: August 27, 2026	*Kim Townsel v. Henderson & Walton Women's Center, P.C.* Case No. CV-2024-900914.00 Circuit Court of Jefferson County, Alabama **CLAIM FORM**	**HWWC-CLAIM**

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a Settlement Class Member, defined as:

> **All persons whose personal information and/or protected health information was potentially compromised as a result of the Cybersecurity Incident which occurred between February 11, 2022, and February 14, 2022.**

Cybersecurity Incident refers to the unauthorized access to Henderson's computer systems containing Personal Information between February 11, 2022, and February 14, 2022.

You can submit a Claim Form online at www.HWWCDataIncidentSettlement.com or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than August 27,2026.

SETTLEMENT CLASS MEMBER BENEFITS

Settlement Class Members are eligible to submit a Claim Form for the following benefits:

Medical & Credit Monitoring. Settlement Class Members may elect to receive medical monitoring which includes three years of one bureau monitoring. Credit Monitoring will include: (i) real time monitoring of the credit file at one bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Compensation for Ordinary Losses. Up to $150.00 per Settlement Class Member with documentation supporting their claim for ordinary losses, which may include the following:

1. ***Out of pocket expenses incurred*** as a result of the Cybersecurity Incident, including bank fees, 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; and
2. ***Fees for credit reports, credit monitoring, or other identity theft insurance products*** purchased between August 2022, and August 27,2026.

Acceptable documentation may include receipts or other documentation not "self-prepared" by the claimant or third parties acting on the claimant's behalf 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 support other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Henderson.

Compensation for Extraordinary Losses. Defendant shall provide compensation for documented extraordinary losses directly and proximately caused by the Cybersecurity Incident, beyond those covered under the ordinary losses provision. Compensation shall be available for losses up to a maximum of $2,500.00 per person, upon submission of a detailed claim and supporting documentation. Acceptable documentation may include, but is not limited to, identity theft reports, affidavits, police reports, correspondence with financial institutions, or evidence of out-of-pocket expenses not otherwise reimbursed.

Compensation for Lost Time. Settlement Class Members who spent time monitoring accounts or otherwise dealing with the Cybersecurity Incident can submit a claim for reimbursement of $30.00 per hour up to 3 hours (for a total of $90.00) provided they provide an attestation on the Claim Form indicating the activities they performed and how they were related to the Cybersecurity Incident.

Your claim must be submitted online or **postmarked by**: August 27,2026	*Kim Townsel v. Henderson & Walton Women's Center, P.C.* Case No. CV-2024-900914.00 Circuit Court of Jefferson County, Alabama **CLAIM FORM**	**HWWC-CLAIM**

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if your contact information changes after you submit your Claim Form.

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number** **Notice ID**

II. MEDICAL & CREDIT MONITORING

☐ Check this box if you want to receive Medical & Credit Monitoring. Submitting this Claim Form will not automatically enroll you into Medical & Credit Monitoring. To enroll, you must follow the instructions sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes final (the "Effective Date").

III. ORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for Ordinary Losses up to $150.00.

You must submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

Description of Documentation Provided	*Amount*
Total Documented Ordinary Losses:	

Your claim must be submitted online or **postmarked by**: August 27,2026	*Kim Townsel v. Henderson & Walton Women's Center, P.C.* Case No. CV-2024-900914.00 Circuit Court of Jefferson County, Alabama **CLAIM FORM**	**HWWC-CLAIM**

IV. EXTRAORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for Extraordinary Losses up to $2,500.00.

You must submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

Description of Documentation Provided	*Amount*
Total Documented Extraordinary Losses:	

V. COMPENSATION FOR LOST TIME

☐ Check this box if you are seeking compensation for time spent dealing with issues related to the Cybersecurity Incident.

Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours

I hereby attest under penalty of perjury that the lost time claimed above was spent in response to the Cybersecurity Incident, as described below:

VI. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: ______________________________

***Payment via check will be mailed to the address provided in Section I above.**

Your claim must be submitted online or <u>postmarked by</u>: August 27,2026

Kim Townsel v. Henderson & Walton Women's Center, P.C.
Case No. CV-2024-900914.00
Circuit Court of Jefferson County, Alabama
CLAIM FORM

HWWC-CLAIM

VII. CERTIFICATION & SIGNATURE

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and 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

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation to:

HWWC Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT C

Notice of Proposed Class Action Settlement

Kim Townsel v. Henderson & Walton Women's Center, P.C.
Case No. CV-2024-900914.00

The Circuit Court for Jefferson County, Alabama authorized this Notice.

- A proposed Settlement has been reached with the Henderson & Walton Women's Center, P.C. ("Henderson" or "Defendant"), to resolve the legal claims pertaining to the unauthorized access to Henderson's computer systems containing Personal Information between February 11, 2022, and February 14, 2022 (the "Cybersecurity Incident").
- The Settlement Class includes: All persons whose personal information and/or protected health information was potentially compromised as a result of the Cybersecurity Incident which occurred between February 11, 2022, and February 14, 2022.
- Under the Settlement, Henderson has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims.
- Your legal rights will be affected whether you act or do not act. <u>You should read this entire Notice carefully.</u>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM **DEADLINE:** ***AUGUST 27, 2026***	Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Defendant and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE:** ***JULY 13, 2026***	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant or other Released Parties, for the claims this Settlement resolves. If you exclude yourself (*i.e.,* opt-out of the Settlement), you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT **DEADLINE:** ***JUNE 29, 2026***	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement Benefits.
GO TO THE FINAL APPROVAL HEARING ***AUGUST 12, 2026***	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up your rights to sue Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Kim Townsel v. Henderson & Walton Women's Center, P.C.,* Case No. CV-2024-900914.00 in the Circuit Court of Jefferson County, Alabama (the "Action"). The individual who filed this lawsuit, Kim Townsel, is called the "Plaintiff" and "Class Representative" and the company that was sued, Henderson & Walton Women's Center, P.C., is called the "Defendant" or "Henderson."

2. What is this lawsuit about?

On February 29, 2024, as a result of the Cybersecurity Incident, Plaintiff filed a Class Action Complaint ("Complaint") against Henderson, in the Circuit Court of Jefferson County, Alabama, asserting causes of action for: (1) negligence; (2) negligence per se; (3) breach of implied contract; and (4) breach of fiduciary duty; and (5) unjust enrichment, seeking to represent a nationwide class of aggrieved individuals.

Henderson does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint.

Visit www.HWWCDataIncidentSettlement.com to view the full Complaint.

3. Why is this a class action?

In a class action, one or more people called the "Plaintiff(s)", or "Class Representative(s)" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class" or "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those individuals who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the "Parties"). Instead, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

Henderson has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint or which could have been made in the Complaint, and to avoid litigation costs, distractions, and disruption to its business operations associated with further litigation.

Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all persons whose personal information and/or protected health information was potentially compromised as a result of the Cybersecurity Incident which occurred between February 11, 2022, and February 14, 2022.

Personal Information refers to the information collected by Henderson, directly or indirectly, pertaining to its current and former patients, including, but not limited to, dates of birth, Social Security numbers, medical information, health insurance information, driver's license numbers or state ID numbers.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from the Settlement Class are (a) governmental entities; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.HWWCDataIncidentSettlement.com or call toll-free 1 (855) 823-4243. You may also write to the Settlement Administrator via mail or email:

HWWC Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
info@HWWCDataIncidentSettlement.com

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

The Settlement will provide Settlement Class members with the opportunity to make a claim for Medical & Credit Monitoring, Ordinary Losses, Extraordinary Losses and/or Compensation for Lost Time.

Medical & Credit Monitoring. Settlement Class Members may elect to receive medical monitoring which includes three years of one bureau monitoring. Credit Monitoring will include: (i) real time monitoring of the credit file at one bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

Compensation for Ordinary Losses. Up to $150.00 per Settlement Class Member with documentation supporting their claim for ordinary losses, which may include the following:

1. ***Out of pocket expenses incurred*** as a result of the Cybersecurity Incident, including bank fees, 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; and
2. ***Fees for credit reports, credit monitoring, or other identity theft insurance products*** purchased between August 2022, and August 27, 2026.

Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Henderson.

Compensation for Extraordinary Losses. Defendant shall provide compensation for documented extraordinary losses directly and proximately caused by the Cybersecurity Incident, beyond those covered under the ordinary losses provision. Compensation shall be available for losses up to a maximum of $2,500.00 per person, upon submission of a detailed claim and supporting documentation.

Compensation for Lost Time. Settlement Class Members who spent time monitoring accounts or otherwise dealing with the Cybersecurity Incident can submit a claim for reimbursement of $30.00 per hour up to 3 hours (for a total of $90.00) provided they provide an attestation on the Claim Form indicating the activities they performed and how they were related to the Cybersecurity Incident.

9. Do I need to submit documentation with my Claim Form?

Claims for Ordinary and Extraordinary Losses require supporting documentation:

- Documentation for **Ordinary Losses** may include receipts or other documentation not "self-prepared" by the claimant or third parties acting on the claimant's behalf 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 support other submitted documentation.
- Documentation for **Extraordinary Losses** may include, but is not limited to, identity theft reports, affidavits, police reports, correspondence with financial institutions, or evidence of out-of-pocket expenses not otherwise reimbursed.

Claims for Medical & Credit Monitoring and Lost Time do not require documentation.

10. What am I giving up in order to receive a Settlement Benefit or stay in the Settlement Class?

Unless you opt-out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement and Releases ("Settlement Agreement"). The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims include any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Cybersecurity Incident.

More information is provided in the Settlement Agreement, which is available at www.HWWCDataIncidentSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Benefits?

Visit www.HWWCDataIncidentSettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **August 27, 2026**. Claim Forms submitted by mail must be postmarked no later than **August 27, 2026**. Settlement Class Members can also complete and submit the Claim Form that was included with the notice that was mailed to them.

Settlement Class members can also request a Claim Form by calling toll-free 1 (855) 823-4243 or by writing to the Settlement Administrator.

Mail: HWWC Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: info@HWWCDataIncidentSettlement.com

13. Where do I send my completed Claim Form?

Completed Claim Forms along with supporting documentation may be mailed to the Settlement Administrator at: HWWC Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **August 27, 2026**.

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive the Settlement Benefits?

If you submit a Valid Claim for Medical & Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final.

Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment method selected on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check www.HWWCDataIncidentSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this Action.

17. How will Settlement Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees and costs up to $215,000.00, subject to Court approval.

Subject to Court approval, the Plaintiff may be paid a Service Award by the Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of her efforts on behalf of the Settlement Class. Plaintiff Kim Townsel may request a Service Award of $2,500.00.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. Any Settlement Class Member who does not file a timely opt-out request in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class Members who want to exclude themselves or "opt-out" of the Settlement must submit an opt-out request to the Settlement Administrator postmarked no later than **July 13, 2026**.

The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class.

Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

The opt-out request must be postmarked or received by the Settlement Administrator at the address below no later than **July 13, 2026**:

HWWC Settlement
Attn: Opt-Out Requests
P.O. Box 58220
Philadelphia, PA 19102

19. If I opt out of the Settlement, can I still receive Settlement Benefits?

No. If you opt-out of the Settlement, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid Claim Form.

20. If I do not opt out of the Settlement, can I sue the Defendant for the same thing later?

No. Unless you opt-out of the Settlement, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must opt-out of the Settlement to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Settlement Class Members who have not opted out of the Settlement and wish to object to the Settlement and/or Application for Attorneys' Fees and Costs, and/or the Class Representative Service Award must submit a written objection no later than **June 29, 2026**.

For an objection to be considered by the Court, the objection must also set forth:

a) the objector's full name, mailing address, telephone number, and email address (if any);
b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection,

and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the counsel's law firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
i) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator:

Court	Settlement Administrator
Circuit Court Clerk Jefferson County, Alabama 716 Richard Arrington, Jr. Blvd. N. Birmingham, AL 35203	HWWC Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102
Class Counsel	**Defendant's Counsel**
Mariya Weekes **MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC** 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134	Justin Holmes **GORDON REES SCULLY MANSUKHANI, LLP** 1717 Arch Street, Suite 610 Philadelphia, PA 19103

If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

22. What is the difference between objecting and opting out?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not opt out/exclude yourself). Opting out is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **August 12, 2026, at 2:00pm CDT** at the Jefferson County Courthouse, **716 Richard Arrington, Jr. Blvd. N. Birmingham, AL 35203**

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check www.HWWCDataIncidentSettlement.com for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs, and a Service Award for the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.HWWCDataIncidentSettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: HWWC Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: info@HWWCDataIncidentSettlement.com

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

ELECTRONICALLY FILED
7/28/2026 8:51 AM
01-CV-2024-900914.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

EXHIBIT 2

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

KIM TOWNSEL, on behalf of herself and all others similarly situated,	)	
Plaintiff,	)	
v.	)	**Case No. 01-CV-2024-900914**
HENDERSON & WALTON WOMEN'S CENTER, P.C.	)	
Defendant.	)	

DECLARATION OF MARIYA WEEKES IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEY'S FEES, COSTS, AND SERVICE AWARD

I, Mariya Weekes, an adult person above the age of 18, hereby declare as follows:

1. I am Counsel for Plaintiff and Class Counsel for the Settlement Class in this Action. I submit this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Award. Unless otherwise noted, I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. As the Court is aware, this Action concerns a Cybersecurity Incident involving Defendant. Henderson discovered that, between February 11, 2022, and February 14, 2022, an unauthorized third-party accessed its computer network on which it stored Personal Information of Plaintiff and Settlement Class Members. Henderson conducted an investigation, which determined that the unauthorized third party had accessed documents containing Plaintiff's and approximately 34,000 Class Members' Personal Information. The Personal Information

potentially exposed in the Cybersecurity Incident included individuals' dates of birth, Social Security numbers, medical information, health insurance information, driver's license numbers or state ID numbers. In or about August 2022, Henderson began to notify the affected individuals of the Cybersecurity Incident.

3. After the named Plaintiff received notice that her Personal Information may have been impacted by the Cybersecurity Incident, she retained my law firm.

4. My team and I vigorously and aggressively gathered all information available regarding Henderson and the Cybersecurity Incident, including publicly available documents concerning announcements of the Cybersecurity Incident and Notice of the Data Security Incident that were sent to Plaintiff and Settlement Class Members.

5. Class Counsel swiftly gathered all the information regarding the Cybersecurity Incident and extensively researched the potential legal claims and theories that were available.

6. Our initial investigation into the facts and circumstances of the Cybersecurity Incident revealed that the attack against Henderson likely involved highly sensitive personal information belonging to Plaintiff and Settlement Class Members, which information was stored in Henderson's computer network.

7. After Plaintiff was counseled on her duties and responsibilities to serve as class representative, Plaintiff agreed to serve as class representative and retained Class Counsel on a purely contingency fee basis, with Class Counsel advancing all litigation costs and expenses, without assurance of recovering said expenses. We then filed this lawsuit on behalf of Plaintiff and the Settlement Class Members.

8. On May 15, 2024, Defendant filed a Motion to Dismiss. Thereafter on June 14, 2024, Plaintiff filed her Response in Opposition to Defendant's Motion to Dismiss. The Court

scheduled a hearing on Defendants Motion to Dismiss for April 15, 2025. Defendant filed a Motion to Continue the Motion to Dismiss hearing which was granted by the Court on December 9, 2024.

9. Instead of engaging in protracted and costly litigation, the Parties decided to explore early resolution of the Action and agreed to participate in a mediation.

10. Shortly thereafter, the Parties began discussing potential early resolution of this matter and scheduled a mediation for May 21, 2025. In advance of the mediation, Plaintiff propounded informal discovery requests on Defendant to which Defendant responded by providing information related to the Cybersecurity Incident. The Parties also exchanged detailed mediation statements outlining their respective positions as to liability, damages, and settlement.

11. On May 21, 2025, following a full day of mediation with experienced class action mediator Hon. David Jones (Ret.), the Parties were close to reaching a settlement. Thereafter, the Parties, continued to negotiate the terms of the Agreement. The negotiations were hard fought on each side at mediation and beyond, but on June 3, 2025, reached an agreement in principle on the material terms of a settlement.

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 form. The parties sought bids from numerous claims administrators and ultimately selected a qualified and cost-effective company after an extensive bidding process.

13. In this Settlement Agreement, 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.

14. 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. Eventually, these discussions culminated in the Settlement Agreement that this Court preliminarily approved on March 24, 2026.

15. Class Counsel worked closely with the Settlement Administrator to see that notice to the Settlement Class was timely issued.

16. The Parties did not discuss attorneys' fees, costs, and Service Awards until after they reached agreement on all material Settlement terms. Like the other negotiations, these discussions were conducted at arm's length.

17. The Settlement was reached in the absence of collusion and is the result of good faith, informed, and extensive arm's-length negotiations between competent and experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the center of this Action.

18. As previously demonstrated in my supporting declaration filed in connection with preliminary approval, Class Counsel is highly qualified and has a great deal of experience litigating complex consumer class actions, including in the data privacy context. Class Counsel has significant experience in the litigation, certification, trial, and settlement of national class actions, including substantial time and resources dedicated to past and present data breach litigation across the country.

19. This experience proved beneficial to Plaintiff and the Settlement Class during Settlement negotiations.

20. Class Counsel has devoted substantial time and resources to vigorously prosecuting this Action and will continue to do so. Specifically, I have evaluated the claims; prepared

comprehensive pleadings; consulted with data security experts; drafted a fulsome response to the Defendant's motion to dismiss; propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Cybersecurity Incident, the number and geographic location of individuals potentially impacted by the Cybersecurity Incident, and the specific type of information breached; and participated in the mediation that ultimately resulted in this Settlement. In addition to the other settlement work described above, I have overseen the notice to the Settlement Class and the Claims Process. 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.

21. Based upon my experience, I anticipate that an additional 30-40 hours of attorney time will be spent on this matter preparing for and participating in the final approval hearing, overseeing the distribution of Settlement Class Benefits, and taking all necessary actions to full consummate the Settlement and close out the Settlement Administration.

22. This matter has required Class Counsel to spend time on this litigation that could have been spent on other matters. At various times during the litigation of this class action, this lawsuit has consumed significant amounts of my time and Class Counsel's time.

23. Such time could otherwise have been spent on other fee-generating work. Class Counsel took on this case on a purely contingent basis. Because our Firm undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any assurance of monetary gain in the event of an adverse judgment.

24. If not devoted to litigating this action, from which any remuneration is wholly

contingent on a successful outcome, the time our firms spent working on this case could and would have been spent pursuing other potentially fee-generating matters.

25. The Settlement provides an excellent result for the roughly 34,465 person Settlement Class in the form of monetary and non-monetary relief, which includes a Settlement Fund not to exceed $900,000.00 from which Settlement Class Members could claim the following Settlement Class Benefits: (1) up to $150 in documented ordinary losses incurred as the sole and direct result of the Cybersecurity Incident; (2) up to $2,500 in reimbursement of documented extraordinary losses directly and proximately caused by the Cybersecurity Incident; (3) reimbursement for up to three hours of lost time reimbursed at $30 per hour, and; (4) three years of medical and credit monitoring with no deductible identity theft insurance

26. The Settlement Class Member Benefits set forth in the Agreement are more than reasonable when compared to other data breach settlements, and considering the type of information at issue and the class size. Henderson had only a limited and wasting insurance policy available to fund a possible recovery for the Settlement Class.

27. Plaintiff is an adequate representative of the Settlement Class because she has cooperated with Class Counsel and assisted in providing important information in the preparation of the complaint filed in this Action. Plaintiff has also diligently and adequately prosecuted this Action by, among other things, reviewing filings, promptly providing documents and information to Class Counsel, acting in the best interest of the Settlement Class, reviewing the Agreement, and accepting the classwide Settlement. Plaintiff is committed to continue prosecuting this Action through Final Approval and protecting the interests of the Settlement Class. At all times pertinent to this Action, Plaintiff exhibited a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action.

Fees, Costs, and Service Awards

28. The Settlement allows Counsel to make an application to the Court for an award of reasonable attorneys' fees, costs, and expenses to be paid by Defendant separate and apart from the benefits to the Settlement Class.

29. The Parties did not discuss payment of attorneys' fees, costs, expenses, and service awards until after the substantive terms of the settlement had been agreed upon. All negotiations were conducted at arm's length and mediated by a neutral party, Hon. David Jones (Ret.).

30. We, as Counsel, now apply for a reasonable combined attorneys' fee and cost award of $215,000.00 for our extensive work in achieving this substantial settlement for the Settlement Class Members.

31. As outlined above, Class Counsel spent many hours prosecuting this matter for the benefit of Plaintiff and the Settlement Class Members. The time spent was reasonable and necessary to advance the Plaintiff's interests and to achieve the excellent result for the Settlement Class.

32. As part of, and not in addition to, the combined attorneys' fee and cost award, we are also now applying for reimbursement of our reasonable and necessary costs and expenses of the Litigation totaling $3,008.79, which is the total amount of money that Class Counsel advanced to prosecute this case with no guarantee of recoupment. The following is a general breakdown of the expenses for which we are requesting reimbursement:

CATEGORIES	AMOUNT
Mediation Fees	$ 2,115.00
Filing Fees, Pro hac vice fees	$ 572.04
Service of Process	$ 321.75
TOTAL	**$ 3,008.79**

33. All of these modest expenses were reasonable and necessary to fully prosecute this matter and incurred for the benefit of the Class Members. Detailed documentation and receipts supporting these costs and expense amounts are available for inspection at the Court's request.

34. All the costs and expenses for which we are seeking reimbursement were reasonable and necessary to fully prosecute this matter and incurred for the benefit of the Class Members.

35. Henderson also agreed to pay the Class Representative a Service Award in the amount of $2,500.00 for her services rendered on behalf of the Settlement Class, subject to Court approval. I believe this is a reasonable amount to award based on the time, energy, and efforts of the Class Representative and is in line with awards granted in similar cases.

36. The Service Award requested is meant to recognize the Class Representative for her efforts on behalf of the Settlement Class. Plaintiff participated in the initial investigation of their claims and provided their information and records to Class Counsel to aid in preparing the initial pleadings and issuing discovery, reviewed the pleadings prior to filing, consulted with Class Counsel on numerous occasions, and provided feedback on the settlement negotiations and a number of other filings including, most importantly, the Settlement Agreement.

37. Plaintiff's support for the Settlement as fair, reasonable, and adequate is not conditioned upon the Court's award of the requested Service Award. The parties did not discuss or agree upon the amount of Service Award for which Plaintiff as Class Representative could apply until after the substantive terms of the Settlement had been agreed upon.

38. In my opinion, the attorneys' fees, costs and expense reimbursement, and Service Awards that Class Counsel are requesting are reasonable, appropriate, and warranted based on the

significant benefits that have been recovered by Class Counsel and Plaintiff for the benefit of the Settlement Class Members.

39. Class Counsel has not been paid for their extensive efforts or reimbursed for litigation costs. The $215,000 in combined attorneys' fees and expenses sought represents 23.88% of the total value of the Settlement. This percentage is in line with and below typical fees of one-third (33.33%) approved by Alabama courts.

40. Class Counsel and Defendant's Counsel have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and believe the proposed settlement fairly resolves their respective differences.

41. The risks, expense, complexity, and likely duration of further litigation support preliminary approval of the Settlement. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay.

42. Class Counsel believe the claims asserted are meritorious and that Plaintiff would prevail if this matter proceeded to trial. However, Class Counsel are also pragmatic and understand the legal uncertainties associated with continued litigation, which would be lengthy and expensive. Accordingly, a class action is the superior method of adjudicating this case.

43. Data breach litigation is often difficult and complex. Recovery, if any, by any means other than settlement would require additional years of litigation and possibly an appeal. Without the Settlement, the Parties faced the possibility of litigating this Action through the completion of fact discovery, class certification, expert discovery, summary judgment, trial, and appeals, which would be complex, time-consuming, and expensive. Continued litigation could impede the successful prosecution of these claims at trial and in an eventual appeal, resulting in zero benefit to the Settlement Class. Further, since the Court had not yet certified a class at the

time the Agreement was executed, it is unclear whether certification would have been granted. Briefing class certification would have required the Parties to expend significant resources.

44. Although the Parties entered into a Settlement relatively early in litigation, the Parties had sufficient visibility into the strengths and weaknesses of their respective cases. Further, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action.

45. Under the circumstances, the Settlement represents a highly favorable compromise that balances the merits of Plaintiff's claims and the likelihood of succeeding at trial and on appeal with the attendant risks. The inherent uncertainty in litigation presents a risk to Plaintiff of expending time and money on this case with the possibility of no recovery at all for the Settlement Class.

* * *

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true. Executed in Miami, Florida on July 28, 2026.

/s/ Mariya Weekes
Mariya Weekes

ELECTRONICALLY FILED
7/28/2026 8:51 AM
01-CV-2024-900914.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

KIM TOWNSEL, on behalf of herself and all others similarly situated,	)	
Plaintiff,	)	
v.	)	**Case No. 01-CV-2024-900914**
HENDERSON & WALTON WOMEN'S CENTER, P.C.	)	
Defendant.	)	

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

WHEREAS, Plaintiff submitted to the Court her Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on March 24, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiff as Class Representative; (4) appointed Mariya Weekes of Milberg PLLC as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was made available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections or the Settlement and one (1) Settlement Class Member opted-out of the Settlement;

WHEREAS, on August 12, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, 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 AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Alabama Rule of Civil Procedure 23(c)(2), and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered the complex legal and factual nature of the action, the risks involved with continued litigation, and the fact the Settlement is the result of arms-length negotiations presided over by an experienced class action mediator (retired federal magistrate Judge David Jones).

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or

for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiff Kim Townsel as the Class Representatives is affirmed.

10. The appointment of Mariya Weekes of Milberg PLLC as Class Counsel is affirmed.

11. The appointment of Angeion Group as the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Alabama Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual

members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> all persons whose personal information and/or protected health information was potentially compromised as a result of the Cyber Security Incident which occurred between February 11, 2022, and February 14, 2022. S.A. ¶ 53.

The proposed Settlement Class specifically excludes (a) governmental entities; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. Class Counsel is awarded $215,000.00 for combined attorneys' fees and costs. These payments shall be paid by Defendant in accordance with the Agreement. The Court evaluated Settlement Class Counsel's request, and concludes that amount is fair and within the range of reason.

17. The Class Representative shall be awarded a Service Award in the amount of $2,500.00. The Service Award shall be paid by Defendant in accordance with the Agreement.

18. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting

(either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

19. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

21. All Settlement Class Members shall be bound by this Final Approval Order, except for the one Settlement Class Member (Shelia Green) who opted-out.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Alabama Rules of Civil Procedure.

DONE AND ORDERED in Jefferson County, Alabama, this ______ day of ___________________, 2026.

HON. BRENDETTE BROWN GREEN
CIRCUIT COURT JUDGE

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

TOWNSEL KIM, Plaintiff,	)	
V.	)	Case No.: CV-2024-900914.00
HENDERSON & WALTON WOMEN'S CENTER, P.C., Defendant.	)	

Final Approval Order

IN THE CIRCUIT COURT FOR JEFFERSON COUNTY, ALABAMA

KIM TOWNSEL, on behalf of herself and all others similarly situated, **Plaintiff,** **v.** **HENDERSON & WALTON WOMEN'S CENTER, P.C.** **Defendant.**	)	**Case No. 01-CV-2024-900914**

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

WHEREAS, Plaintiff submitted to the Court her Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on March 24, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement

Class; (3) appointed Plaintiff as Class Representative; (4) appointed Mariya Weekes of Milberg PLLC as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was made available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections or the Settlement and one (1) Settlement Class Member opted-out of the Settlement;

WHEREAS, on August 12, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, 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 AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Alabama Rule of

Civil Procedure 23(c)(2), and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered the complex legal and factual nature of the action, the risks involved with continued litigation, and the fact the Settlement is the result of arms-length negotiations presided over by an experienced class action mediator (retired federal magistrate Judge David Jones).

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiff Kim Townsel as the Class Representatives is affirmed.

10. The appointment of Mariya Weekes of Milberg PLLC as Class Counsel is affirmed.

11. The appointment of Angeion Group as the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Alabama Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> all persons whose personal information and/or protected health information was potentially compromised as a result of the Cyber Security Incident which occurred between February 11, 2022, and February 14, 2022. S.A. ¶ 53.

The proposed Settlement Class specifically excludes (a) governmental entities; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. Class Counsel is awarded $215,000.00 for combined attorneys' fees and costs. These payments shall be paid by Defendant in accordance with the Agreement. The Court evaluated Settlement Class Counsel's request, and concludes that amount is fair and within the range of reason.

17. The Class Representative shall be awarded a Service Award in the amount of $2,500.00. The Service Award shall be paid by Defendant in accordance with the Agreement.

18. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

19. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and

releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

21. All Settlement Class Members shall be bound by this Final Approval Order, except for the one Settlement Class Member (Shelia Green) who opted-out.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Alabama Rules of Civil Procedure.

DONE this[To be filled by the Judge].

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