AlaFile E-Notice

01-CV-2025-902264.00

Judge: BRENDETTE BROWN GREEN

To: CLARK PEYTON JEFFREY
peytonc@pittmandutton.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

JOSEPH LODICO V. BRADFORD HEALTH SERVICES, LLC
01-CV-2025-902264.00

The following matter was FILED on 7/17/2026 3:05:04 PM

C001 LODICO JOSEPH

C002 BELL LORNA

C003 HUSSEY RICHARD

C005 WIEZOREK PAUL

C006 MCPHERSON TAYLOR

C007 P. F.

C008 W. C.

C009 MICHAEL AMANDA

PLAINTIFFS' MOTION FOR APPROVAL OF ATTORNEYS' FEES AND SERVICE AWARDS AND MEMORANDUM OF LAW

[Filer: MANN JONATHAN STEPHEN]

Notice Date: 7/17/2026 3:05:04 PM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
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BIRMINGHAM, AL, 35203

205-325-5355
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DOCUMENT 81

STATE OF ALABAMA Revised 3/5/08

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01-JEFFERSON ☐ District Court ☑ Circuit Court

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CV2

JOSEPH LODICO V. BRADFORD HEALTH SERVICES, LLC

CIVIL MOTION COVER SHEET

Name of Filing Party: C001 - LODICO JOSEPH
C002 - BELL LORNA
C003 - HUSSEY RICHARD
C005 - WIEZOREK PAUL
C006 - MCPHERSON TAYLOR
C007 - P. F.
C008 - W. C.
C009 - MICHAEL AMANDA

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

JONATHAN S. MANN
2001 PARK PLACE N., STE. 1100
BIRMINGHAM, AL 35203

Attorney Bar No.: MAN057

☐ 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 PLAINTIFFS’ MOTION FOR APPROVAL OF ATTORNEYS' FEES AND SERVICE AWARDS AND MEMORANDUM OF LAW

	pursuant to Rule N/A	(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: 7/17/2026 3:04:02 PM	Signature of Attorney or Party /s/ JONATHAN S. MANN

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.
**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.

ELECTRONICALLY FILED
7/17/2026 3:05 PM
01-CV-2025-902264.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

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

IN RE BRADFORD HEALTH SERVICES, LLC DATA BREACH LITIGATION **This Document Relates to: ALL ACTIONS**		Master File No. 01-CV-2025-902264.00

PLAINTIFFS' MOTION FOR APPROVAL OF ATTORNEYS' FEES AND SERVICE AWARDS AND MEMORANDUM OF LAW

I. INTRODUCTION

Contemporaneous with the filing of this Application for Attorneys' Fees, Costs, and Service Awards, Plaintiffs[1] have filed their unopposed Motion for Final Approval of the proposed class action Settlement that provides significant and valuable relief for Class Members. The Settlement provides Settlement Class Members with the opportunity to make a Claim for a Cash Payments and Medical Data Monitoring paid for from the $900,000 non-reversionary Settlement Fund. Cash Payment A – Documented Losses refers to compensation for actual, documented out-of-pocket losses, under which Settlement Class Members may receive up to $5,000 upon submission of valid proof. Cash Payment B – Alternate Cash refers to an alternative *pro rata* cash payment (estimated at approximately $150) that Settlement Class Members may elect instead of Cash Payment A. Settlement Class Members may also Claim 3 years of CyEx Medical Shield Total Medical Data Monitoring. Additionally, Defendants have agreed to implement injunctive relief in the form of enhanced data security measures. S.A. §§ IV-V.

Consistent with the Settlement Agreement, Plaintiffs and Class Counsel respectfully request asks the Court to award (1) a reasonable attorney's fees of $300,000.00 (one-third of the

[1] Unless otherwise defined herein, capitalized terms used herein have the same meaning given to them as in the Parties' Settlement Agreement, which was previously submitted with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

$900,000.00 Settlement Fund) and $17,425.73 to reimburse Class Counsel's reasonable necessary litigation costs, and (2) Service Awards of $3,500.00 to each of the eight Class Representatives for a total of $28,000.00.

As explained in detail below and supported by the Declaration of Jonathan S. Mann ("Mann Decl.")[2], Class Counsel's requests for attorneys' fees and costs are fair and reasonable given the significant benefits to the Settlement Class, the complexity and risk of the litigation, the time and resources invested, and the results obtained. So too are the Service Awards for the Class Representatives who dutifully represented the Settlement Class, taken the initiative to protect the rights of all Settlement Class Members impacted by the Data Incident. Defendants do not oppose the fee request and no Settlement Class Member has objected to the Settlement's attorneys' fees, costs, and Service Award terms.

II. BACKGROUND

A. The Data Incident

In November 2023, unauthorized third parties infiltrated Defendants' computer systems of and accessed Private Information of approximately 23,301 current and former patients in the Data Incident. The Private Information potentially exposed in the Data Incident included individuals' names, dates of birth, drivers' license numbers, passport numbers, Social Security numbers, medical information (including treatment diagnosis information, physicians' names, and medical record numbers), health insurance information, and financial information. Defendants own and operate healthcare facilities throughout Alabama focusing on treatment and rehabilitation of individuals who are drug and alcohol dependent. In May 2025, Defendants began notifying impacted individuals of the Data Incident.

[2] Attached hereto as Exhibit A.

B. Procedural History

Multiple consumer class action cases related to the Data Incident were filed beginning in June 2025. On August 8, 2025, Plaintiffs moved to consolidate the cases and appoint interim co-lead counsel. On August 15, 2025, the Court entered an order consolidating the cases and appointing lead counsel. On September 29, 2025, Plaintiffs filed the Consolidated Class Action Complaint alleging negligence/wantonness, negligence per se, breach of express or implied contract, and unjust enrichment. On December 16, 2025, Plaintiffs filed the First Amended Consolidated Class Action Complaint, adding five additional Plaintiffs.

After exchanging informal discovery, the Parties participated in a full-day mediation on October 21, 2025, with Bruce Friedman of JAMS. After hard-fought negotiations, the Parties reached an agreement in principle on the material terms of the Settlement. After the Parties ultimately reached an agreement in principle on all material terms of substantive relief for the Settlement Class, they began negotiating the amounts of attorneys' fees and costs that would be paid to Class Counsel (subject to Court approval), as well as the amount of Service Awards that would be paid to the Class Representatives (also subject to Court approval) as part of the Settlement. At all times, the issues of attorneys' fees, costs, and Service Awards were negotiated separately from the Settlement Class Member Benefits for Settlement Class Members. Like the other negotiations, negotiations were conducted at arm's length. (Mann Decl. ¶¶ 14-20.)

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 claims administrators, and after a bidding process selected Epiq Class Action & Claims

Solutions, Inc. to act as the Settlement Administrator, subject to the Court's approval. The Settlement Agreement resulted from hard-fought and adversarial negotiations over a months'-long period. The time and effort spent by all parties to this litigation demonstrate the rigor, intensity, and thoroughness of the Parties' commitment to working constructively toward a resolution for the benefit of the Class Members.

On April 23, 2026, Plaintiffs filed their Motion for Preliminary Approval. On May 1, 2026, the Court granted Preliminary Approval. Thereafter, Class Counsel has worked with the Settlement Administrator and Defendants' Counsel to implement and complete the Notice Program requiring Notice of the proposed Settlement to be sent to the Settlement Class Members and implement the Claims Process, which is ongoing and has been well-received.

III. THE SETTLEMENT

The Settlement negotiated on behalf of the Class provides for significant monetary relief from a $900,000.00 non-reversionary Settlement Fund to eligible Claimants in the Settlement Class that includes 23,301 persons whose Private Information was potentially compromised as a result of the Data Incident. Settlement Class Members may claim either Cash Payment A – Documented Losses (reimbursement for actual documented out-of-pocket losses up to $5,000 per person) or Cash Payment B – Alternate Cash (a pro rata share of the Net Settlement Fund, estimated at approximately $150). They may also Claim 3 years of CyEx Medical Shield Total Medical Data Monitoring (medical identity monitoring, real-time alerts, and insurance coverage up to $1,000,000 for medical identity theft). Defendants have also agreed to implement additional security measures (injunctive relief), the costs of which are paid separately from the Settlement Fund.

Notice was disseminated to the Settlement Class in accordance with the Court-approved

Notice Plan. The Notices informed Settlement Class Members of their rights, the claims process, and the deadlines to file claims, opt out, or object. To date, no one has opted-out of the Settlement or objected to any aspect of it, including the relief requested herein.

IV. ARGUMENT

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

Pursuant to the Settlement Agreement, Class Counsel seeks reasonable attorneys' fees in the amount of up to $300,000.00 (one-third of the $900,000.00 Settlement Fund). S.A. § XII. The requested fee is well within the range of approved fees in other class actions (including other data breach class actions) 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 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 *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 the equivalent 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.

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). Although fee awards based on the percentage of the fund may vary, awards of one-third of the fund are referred to as generally reasonable. *See, e.g., City of Ozark v. Trawick*, 604 So. 2d 360, 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); *see also Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295 (11th Cir. 1999) (affirming attorneys' fees representing "33 1/3%" of the common fund).

B. Class Counsel's Requested Attorneys' Fee is Reasonable and Supported Under the Camden/Edelman Factors.

The Supreme Court of Alabama and the Eleventh Circuit have established general guidelines for courts to consider in determining a reasonable attorney fee award, including: (1) the time expended; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly, including the experience, reputation and ability of the attorneys; (4) the customary fee: whether the fee is fixed or contingent; (5) the time limitation imposed by client or the circumstances; (6) the amount involved and the results obtained; (7) the undesirability of the case; (8) the nature and length of relationship with client; (9) the awards in similar cases; and (10) administration of settlement. *See Edelman*, 663 So. 2d at 960; *Camden I Condominium Ass'n v. Dunkle*, 946 F.2d 768, 775 (11th Cir. 1991).

Here, the analysis of the factors demonstrates that the requested attorneys' fee award is amply justified and reasonable:

1. Time Expended

First, as to the time expended, the *Edelman* Court emphasized that "the 'expended time' factor has limited significance in a common fund case." *Edelman*, 663 So. 2d at 960. Here, Class Counsel investigated and litigated this case rigorously, which included pre-suit investigation, the preparation of initial and consolidated pleadings, consolidation of the related cases and appointment of lead counsel, consulting with liability and damages experts, propounding informal discovery, preparing for and attending a successful full-day mediation including drafting a mediation statement, the negotiation and drafting of the Settlement Agreement, Notices, Claim Form, and proposed orders, preparing the Motion for Preliminary Approval, working with the Settlement Administrator and Defendants' Counsel to implement the Notice Program and Claim Process, respond to Settlement Class Member inquiries, and prepare the Motion for Final Approval and this Application for Attorneys' Fees, Costs, and Service Awards. All of the above work leading to the proposed Settlement was done in good faith and at arm's length in an adversarial manner, requiring counsel to expend a considerable amount of effort in coordinating various litigation and settlement strategies. Additional work will be required to prepare for and attend the Final Approval Hearing, respond to any other Settlement Class Member inquiries, and to work with Defendants and the Settlement Administrator to implement the Settlement following Final Approval. (Mann Decl. ¶¶ 13-18.)

2-3. Novelty/Difficulty and Skill Required

Second and Third, the novelty and difficulty of the questions and the skill required each support the fee request. Class actions are complex actions to prosecute. 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" warrant higher fees. *See Edelman*, 663 So. 2d at 960-61. This specific class action involved complex issues in the fields of cybersecurity, healthcare data privacy, and consumer identity theft, which required Class Counsel to study the field to understand Defendants' alleged liability and Plaintiffs' damages. Moreover, the sensitive nature of the impacted Private Information—involving treatment and rehabilitation records for drug and alcohol dependency—added a layer of complexity unique to this case.

The Settlement's value to the Settlement Class is guaranteed, but the chances of prevailing on the merits are very uncertain. While Plaintiffs strongly believe in the merits of their case, they also recognize Defendant would assert a number of potentially case-dispositive defenses. Should litigation continue, Plaintiffs would likely have to survive a motion to dismiss. Attributable in part to their cutting-edge nature and the rapidly evolving law, data breach cases including this one generally face substantial hurdles, even to survive the pleading stage. *See, e.g.*, *Logan v. Marker Group, Inc*., No. 4:22-CV-00174, 2024 WL 3489208 (S.D. Tex. July 18, 2024) (dismissing all but one claim); *Dougherty, et al. v. Bojangles Restaurants, Inc.*, No. 25-CV-00065, ECF No. 34 (W.D.N.C. Sep. 30, 2025) (dismissing case in its entirety at the pleadings stage). *See also In re Target Corp. Customer Data Sec. Breach Litig*., MDL No. 14-2522 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015) (legal issues involved in data breach litigation "are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues"); *Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage).

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.*, *Maldini v. Marriott Int'l*, 140 F.4th 123 (4th Cir. 2005); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. 2023); *Theus v. Brinker, Int'l, Inc.*, No. 3:18-cv-686-TJC-MCR, 2025 WL 1786346 (M.D. Fla. June 27, 2025). Moreover, because of the quickly evolving nature of case law pertaining to data protection, it is likely a win by any party will result in interlocutory and final appeals, further increasing costs and extending the time until Plaintiffs and putative class members can have a chance at relief. Expert testimony will be required to support liability and damages. To date, not data breach class action has gone to trial. Thus, the time and resources to further litigate supports approving the Settlement.

4. Contingency Fee

Fourth, Class Counsel took this case on an entirely contingency-fee basis, assuming the risk of nonpayment or underpayment, and invested significant amounts of resources with no guarantee of recovery. (Mann Decl. ¶¶ 8, 39.) Class Counsel remains completely uncompensated for the time invested in the Action, in addition to the substantial costs they have advanced. Public policy concerns—ensuring the continued availability of experienced and capable counsel to represent classes of injured plaintiffs holding small individual claims—also support the requested attorneys' fee. Class Counsel has regularly engaged in major complex litigation and has extensive experience in consumer class action lawsuits involving data breaches, which they put to work in prosecuting this Action. (Mann Decl. ¶¶ 4-6.)

5. Time Limitations

Fifth, there were practical time limitations that favored early resolution. Plaintiffs and Settlement Class Members have present and imminently impending out-of-pocket expenses which require urgent compensation, given the particularly sensitive nature of the compromised health and treatment information, and the Medical Data Monitoring and injunctive relief will protect Settlement Class Members in the future.

6. Results Obtained

Sixth, the results obtained by Class Counsel for the Settlement Class Members are significant and valuable. The Settlement provides Settlement Class Members with the opportunity to make a claim for cash payments of up to $5,000 of their documented losses or an estimated $150 pro rata payment, plus three years of Medical Data Monitoring with $1,000,000 in insurance coverage, plus injunctive relief in the form of enhanced security measures.

7. Undesirability of the Case

Seventh, in the context of this case, "undesirable" simply means that Class Counsel had to commit an unknown but substantial number of hours and incur significant expenses to pursue a case with a highly uncertain outcome. Data breach class actions are inherently complex and risky, and many fail to survive the pleading stage, let alone certify and maintain a class. *See, e.g., Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 U.S. Dist. LEXIS 164375, at *21 (E.D. Pa. Sept. 24, 2019) (noting that data breach class actions are "a risky field of litigation because [they] are uncertain and class certification is rare."); *see also Gaston v. LexisNexis Risk Solutions, Inc.*, No. 16-cv-0827, 2018 WL 3339384, at *7 (N.D. Ga. July 6, 2018) (noting the inherent risks of data breach litigation). The fact that Class Counsel took such a substantial risk favors approval of the requested fees. *Skelton v. General Motors Corp.*, 860 F.2d 250, 258 (7th Cir. 1988).

8. Nature of Relationship

Eighth, by the time this case is fully resolved, Class Counsel will have represented each of the Plaintiffs for over a year on a purely contingency-fee basis with no guarantee of success. This is a single representation that arose from the Data Incident, and this factor supports the requested fee amount here.

9. Awards in Similar Cases

Ninth, looking at fee awards in similar cases demonstrates that Class Counsel's fee request is reasonable. As set forth above, attorneys' fees awarded in common fund cases in Alabama have ranged from 20% to 50%, and 33 1/3% has been considered fair and reasonable by the Alabama Supreme Court. *See 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 (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).

Examples of attorneys' fee awards of one third or higher in data breach cases include the following: *Garza v. HealthAlliance, Inc.*, No. 72450/2023 (NY Sup. Ct., Westchester Cty.) (approving 35% of the settlement fund); *In re Snowflake, Inc., Data Sec. Breach Litig.*, No. 2:24-MD-3126-BMM, 2025 U.S. Dist. LEXIS 211590 (D. Mont. Oct. 23, 2025) (approving 33.33% of the Advance Auto Parts settlement fund); *In re Snowflake, Inc., Data Sec. Breach Litig.*, No. 2:24-MD-3126-BMM, 2025 U.S. Dist. LEXIS 211498 (D. Mont. Oct. 23, 2025) (approving 33.33% of the Neiman Marcus settlement fund); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090, 2025 WL 2675178, at *13-14 (S.D. Fla. Sept. 17, 2025) (awarding 33.33%); *In re Fortra File Transfer Software Data Security Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896, at *11-12 (S.D. Fla. Feb. 11, 2025) (same); *In re Indep. Living Sys. Data Breach Litig.*, No. 1:23-cv-21060-Williams (S.D. Fla. Nov. 24, 2025), ECF No. 106 (same); *Cravens v. Garda CL Southeast, Inc., et al.*, No. 9:24-CV-80400-BER, 2025 U.S. Dist. LEXIS 178343, at *29 (S.D. Fla. Sept, 11, 2025) (same); *Gambino, et al. v. Berry Dunn McNeil & Parker, LLC, et al.*, No. 2:24-cv-00146-JAW (D. Maine) (same); *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-127 (KAD) (D. Conn.), DE# 48 (same); *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR, 2024 WL 4211480, at *4 (E.D. Ky. Sept. 14, 2024) (same); *Kondo, et al. v. Creative Services, Inc.,* No. 1:22-cv-10438-DJC, DE# 39 (D. Mass. Sept. 7, 2023) (same); *In re Sovos*

Compliance Data Security Incident Litigation, No. 1:23-cv-12100 (D. Mass.), DE# 12 (same); *Alliance Ophthalmology, PLLC v. ECL Group, LLC*, Nos. 1:22-CV-296, 1:22-CV-468, 2024 WL 3203226, at *14-16 (M.D.N.C. June 27, 2024); *In re Lincare Holdings Inc. Data Breach Litig.*, 2024 WL 3104286, at *3 (same); *Abrams, et al. v. The Savannah College of Art and Design Inc.*, No. 1:22-cv-04297-LMM, DE# 29 (N.D. Ga. Sept. 23, 2023) (same); *Phelps, et al. v. Toyotetsu North America*, No. 6:22-cv-00106-CHB-HA, DE# 47 (E.D. Ky. Oct. 25, 2023) (same); *Kostka*, 2023 WL 3914266, at *3 (same); *In re: Forefront Data Breach Litigation*, No. 1:21-cv-000887-LA, 2023 WL 6215366, at *9 (E.D. Wis. Mar. 22, 2023) (same).

10. Administration

Tenth, the Settlement is being efficiently and effectively administered by Class Counsel with the Settlement Administrator, Epiq Class Action & Claims Solutions, Inc., a company experienced in class notice and administration in general and data breach litigation specifically.

Based on the foregoing, each of the relevant factors supports Class Counsel's request for an award of attorneys' fees.

C. Class Counsel's Litigation Costs Are Reasonable and Should Be Approved

Under Alabama law, Class Counsel are also entitled to reimbursement of their reasonable and necessary litigations costs incurred to represent Plaintiffs and the Settlement Class. *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). Here, those costs totaling $17,425.73 include filing and service fees, *pro hac vice* admission fees, expert witness fees, mediation fees, and other investigative and administrative costs.

D. The Service Awards Amount for Class Representatives Are Reasonable and Should Be Approved.

The requested $3,500.00 Service Award for each of the eight Class Representatives is reasonable and very modest compared to other incentive awards granted to class representatives in similar class actions. *See, e.g., Brown v. Ala. Cardiology Grp., P.C.*, No. 01-CV-2024-903135, 2026 Ala. Cir. LEXIS 146, at * 7 (Jefferson Cty, Cir. Ct. Mar. 27, 2026F (approving $5,000 incentive awards to class representatives); *Limbaugh v. Norwood Clinic, Inc.*, Nos.: CV-2022-900851.00-MYA, CV-2022-901037.00-MYA2024 Ala. Cir. LEXIS 603, at *7 (Jefferson Cty, Cir. Ct. Apr. 22, 2024) (approving $4,500 service awards)

Here, the Class Representatives' efforts and participation in prosecuting this case justify the $3,500.00 Service Award sought for each Plaintiff. Even though no award or special treatment was promised to Plaintiffs either prior to the commencement of the litigation or at any time thereafter, Plaintiffs nonetheless contributed significant time and effort in pursuing their individual claims, as well as serving as representatives of the Settlement Class Members, exhibiting their willingness to assume the responsibilities and risks inherent in bringing a representative action. Plaintiffs participated in the initial investigation of their claims, provided their sensitive personal information and records to Class Counsel to aid in preparing the initial pleadings, 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 the Settlement

Agreement.

Further, by agreeing to serve as the Class Representatives, Plaintiffs publicly placed their names on this suit—exposing their sensitive drug and alcohol treatment records to scrutiny in connection with this litigation—and exposed themselves to significant personal risks, which merits appropriate compensation. The requested $3,500 per Plaintiff ($28,000 total) is reasonable and should be approved.

V. CONCLUSION

For the foregoing reasons, Class Counsel respectfully requests that this Court approve: (1) attorneys' fees of $300,000.00 and $17,425.73 to reimburse Class Counsel's reasonable necessary litigation costs; and (2) Service Awards of $3,500.00 to each of the Class Representatives for a total of $28,000.00.

Respectfully submitted,

/s/ Jon Mann

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Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on this date I electronically filed the foregoing with the Clerk of the Court which will serve a true and correct copy upon all counsel of record via electronic mail:

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Counsel for Defendants

Dated: July 17, 2026

/s/ Jon Mann
Jonathan S. Mann

One of the Attorneys for Plaintiffs and the Settlement Class

ELECTRONICALLY FILED
7/17/2026 3:05 PM
01-CV-2025-902264.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

EXHIBIT A

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

IN RE BRADFORD HEALTH SERVICES, LLC DATA BREACH LITIGATION **This Document Relates to: ALL ACTIONS**		Master File No. 01-CV-2025-902264.00

DECLARATION OF JONATHAN S. MANN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTIONS FOR FEES, COSTS, SERVICE AWARDS, AND FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Jonathan S. Mann, being competent to testify, make the following declaration based on my personal knowledge and, where stated, upon information and belief. I declare:

Counsel Qualifications

1. I am counsel for the Plaintiffs in this action and have personal knowledge of the facts and matters stated herein.

2. I am a shareholder with the law firm of Pittman, Dutton, Hellums, Bradley & Mann, P.C. ("PDHBM"). My practice includes complex litigation, including class actions, mass torts, and products liability matters. I have litigated complex actions since 2011, with an emphasis on consumer claims and defective products. PDHBM represents plaintiffs in complex litigation, including class actions, in federal and state courts. While our law firm is located in Birmingham, Alabama, we routinely litigate cases nationwide.

3. I am admitted to practice before all courts of the State of Alabama. I have also been admitted to practice before the United States Court of Appeals for the Eleventh Circuit, the United States District Court for the Northern District of Alabama, the United States District Court for the Middle District of Alabama, the United States District Court for the Southern District of Alabama, the United States District Court for the Northern District of Florida, the United States District Court for the Northern District of Georgia, the United States District Court for the Northern District

of Indiana, the United States District Court for the Southern District of Indiana, the United States District Court for the Eastern District of Louisiana, the United States District Court for the District of Maryland, the United States District Court for the District of Massachusetts, the United States District Court for the District of Minnesota, the United States District Court for the District of New Jersey, the United States District Court for the Eastern District of New York, the United States District Court for the Southern District of New York, the United States District Court for the District of Montana, and the Superior Court of Los Angeles County, California.

4. I and other PDHBM lawyers have been appointed to leadership positions in numerous class actions and multidistrict litigations (MDLs) over the past ten years, including MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Local Facilitating Counsel for Subscriber Plaintiffs); MDL 2441, *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2595, *In re Community Health Systems, Inc., Customer Data Security Breach Litigation* (Local Liaison Counsel); MDL 2734, *In re Abilify (Aripiprazole) Products Liability Litigation* (Plaintiffs' Steering Committee); *In re: Arby's Restaurant Group, Inc. Data Security Litigation* (Financial Institution Plaintiffs' Steering Committee); MDL 2846, *In re Davol, Inc./C.R. Bard, Inc. Polypropylene Hernia Mesh Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2875, *In re Valsartan Products Liability Litigation* (Plaintiffs' Steering Committee); MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Common Benefit Fund Committee); MDL 2974, *In re Paragard IUD Products Liability Litigation* (Plaintiffs' Steering Committee); *Pirani v. Medical Properties Trust, Inc.*, 2:23-cv-00486 (N.D. Ala.) (Liaison Counsel); and MDL 2885, *In re 3M Combat Arms Earplug Products Liability Litigation* (Settlement Implementation and Administration Committee).

5. I and other PDHBM attorneys have been appointed as settlement class counsel in other data breach cases such as *Sides v. Sheffield*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2024-900745; *Williams v. Gulf Coast Pain Consultants, LLC d/b/a Clearway Pain Solutions Institute*, 3:19-cv-01659 (N.D. Fla.); *Limbaugh, et al. v. Norwood Clinic, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2022-900851; and *Kemp, et al. v. NorthStar Emergency Medical Services, Inc.*, Circuit Court, Tuscaloosa County, Alabama, Case No. 63-cv-2023-900249.00.

6. I and other PDHBM lawyers have either been appointed as settlement class counsel or have been counsel of record in other class actions in the past few years, which have resolved favorably, including *Winsouth Credit Union v. MAPCO Express, Inc. and Delek US Holdings, Inc.*, 3:14-cv-1753 (M.D. Tenn.); *Bach Enterprises, Inc. v. Advanced Disposal Services South, Inc.*, Circuit Court, Barbour County, Alabama, Case No. 69-cv-2013-9000090; *In re Arby's Restaurant Group, Inc. Data Security Litigation*, 1:17-cv-514 (N.D. Ga.); MDL 2406, *In re Blue Cross Blue Shield Antitrust Litigation* (Subscriber Plaintiffs); and *Sullen, et al. v. Vivint, Inc.*, Circuit Court, Jefferson County, Alabama, Case No. 01-cv-2023-903893. I am currently putative class counsel in several pending actions involving data breaches, consumer protection, antitrust, and securities fraud claims.

Initial Investigation and Communications

7. This is a consolidated putative class action brought by Plaintiffs Richard Hussey, Joseph Lodico, Lorna Bell, Paul Wiezorek, Taylor McPherson, F.P., C.W., and Amanda Michael (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated (the “Settlement Class”), arising out of a Data Incident in November 2023 in which unauthorized third parties infiltrated the computer systems of Bradford Health Services, LLC and Bradford

Health Partners, LLC ("Defendants" or "Bradford") and accessed Private Information of approximately 32,425 current and former patients (the "Data Incident"). Bradford operates healthcare facilities throughout Alabama focusing on treatment and rehabilitation of individuals who are drug and alcohol dependent.

8. After learning that their Private Information may have been impacted by the Data Incident, Plaintiffs retained their respective Plaintiffs' counsel on a purely contingency-fee basis (with Plaintiffs' counsel advancing all costs of the litigation).

9. Plaintiffs' counsel vigorously and aggressively gathered all information available regarding Bradford and the alleged Data Incident, including publicly available documents concerning announcements of the Data Incident and notices of the Data Incident that were sent to Bradford's current and former patients.

10. Our initial investigation into the facts and circumstances of the alleged Data Incident revealed that the attack against Bradford likely involved highly sensitive Private Information belonging to its current and former patients, which information was stored in Bradford's computer network. The Private Information at issue is particularly sensitive because Bradford operates healthcare facilities focused on drug and alcohol treatment and rehabilitation, meaning the compromised information includes highly personal medical treatment and diagnosis records.

Procedural Posture

11. As a result of the Data Incident, multiple consumer class action cases were filed against Defendants. On June 5, 2025, Joseph Lodico filed the first complaint. On June 9, 2025, Richard Hussey filed a complaint. On June 10, 2025, James Brooks filed a complaint. On August 8, 2025, Plaintiffs filed a Joint Motion to Consolidate Cases and Appoint Interim Co-Lead Class Counsel, which the Court granted on August 15, 2025. The claims of each Plaintiff all involve common

questions of law or fact, arising from the same Data Incident, including negligence/wantonness, negligence per se, breach of express or implied contract, and unjust enrichment.

12. On September 29, 2025, Plaintiffs filed the Consolidated Class Action Complaint. On October 22, 2025, James Brooks dismissed his individual action. On December 16, 2025, Plaintiffs filed the First Amended Consolidated Class Action Complaint, adding five additional Plaintiffs: Paul Wiezorek, Taylor McPherson, F.P., C.W., and Amanda Michael.

13. After filing the initial complaints, the Parties agreed to explore the possibility of an early negotiated resolution of Plaintiffs' claims. In advance of mediation, the Parties engaged in informal discovery so that they would have sufficient information concerning the Data Incident, the putative class, and Plaintiffs' claims to engage in informed settlement discussions. Class Counsel consulted with liability and damages experts, and propounded informal discovery on Defendants regarding the nature and cause of the Data Incident, the number and geographic location of victims, and the specific types of information impacted.

The Class Settlement

History of Negotiations

14. The Parties participated in a full-day mediation with Bruce Friedman of JAMS on October 21, 2025. Mr. Friedman is an experienced mediator in data breach class actions. After a full day of negotiations, the Parties reached an agreement in principle on the material terms of the Settlement. The negotiations were hard fought on each side, but through the mediation process, the Parties were able to come to an agreement in principle to settle this action.

15. After several rounds of negotiation through the mediator, the Parties reached an agreement in principle on all material terms of the class settlement.

16. Thereafter, the Parties negotiated the details regarding the Settlement, circulating drafts back and forth of the Settlement Agreement and its many exhibits. In the months following the mediation, the Parties diligently negotiated the final terms of settlement and drafted and finalized the Settlement Agreement, along with accompanying notice forms, a claim form, and other exhibits.

17. Plaintiffs also obtained competitive bids from various experienced Settlement Administrators and thereafter, with Defendants' input and approval, selected Epiq Class Action & Claims Solutions, Inc. to act as the Settlement Administrator, subject to the Court's approval.

18. The Settlement is the result of arm's-length negotiations, including numerous telephone conferences and emails directly exchanged between experienced counsel who had a comprehensive understanding of the strengths and weaknesses of each party's claims and defenses. Moreover, the Settlement was reached only after Plaintiffs' counsel analyzed information provided by Defendants in informal discovery and performed other research and investigation related to the Data Incident.

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

20. On December 12, 2025, the Parties notified the Court of the settlement, and the Court stayed all deadlines. After finalizing the Settlement Agreement, Plaintiffs' counsel expended

significant effort drafting its Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement, which was filed on April 23, 2026. On May 1, 2026, this Court granted Plaintiffs' Preliminary Approval Motion.

Settlement Class

21. Under the terms of the Settlement, the Parties agreed to certification of the following Settlement Class for settlement purposes only:

> All living individuals residing in the United States who were sent notice by the Defendants that their Private Information was impacted or potentially impacted in the Data Incident.

The Settlement Class specifically excludes the following individuals: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts out.

22. The Settlement Class consists of approximately 32,425 individuals.

Settlement Benefits

23. The Settlement negotiated on behalf of the Class provides for monetary relief from a $900,000.00 non-reversionary settlement fund to eligible claimants whose Private Information was potentially compromised as a result of the Data Incident and who were sent written notice thereof. Specifically, Settlement Class Members may be eligible to receive the following Settlement Benefits:

a. **Cash Payment A – Documented Losses.** Settlement Class Members may submit a claim for a Cash Payment of up to $5,000.00 per Settlement Class Member for actual, documented, unreimbursed monetary losses that were more likely than not caused by the Data Incident.

b. **Cash Payment B – Alternate Cash Payment.** As an alternative to Cash Payment A, a Settlement Class Member may elect Cash Payment B, which is a pro rata share of the Net Settlement Fund (estimated at approximately $150), without the need to document losses.

c. **Medical Data Monitoring.** All Participating Settlement Class Members are eligible to enroll in 3 years of CyEx Medical Shield Total Medical Data Monitoring, which includes medical identity monitoring, real-time alerts, and insurance coverage up to $1,000,000 for medical identity theft.

d. **Injunctive Relief.** Defendants have agreed to implement additional security measures designed to prevent future data incidents. The costs of these measures are paid separately from the Settlement Fund.

Release

24. The release in this case is tailored to the claims that have been pleaded or could have been pleaded in this case based upon the same conduct and the Data Incident.

25. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

Notice

26. I believe Epiq Class Action & Claims Solutions, Inc. ("Epiq") administered Notice effectively pursuant to the terms of the Settlement Agreement and the Court's order granting preliminary approval. Specifically, Epiq mailed Postcard Notice directly to Settlement Members at their known addresses within 30 days of the Preliminary Approval Order.

27. In addition to direct Notice, the Settlement Administrator established a Settlement Website where Settlement Class Members can access the Settlement Agreement, the Claim Form, the Notices, and important case documents, as well as a toll-free number by which Settlement Class Members were able to get answers to frequently asked questions. (https://bradforddisputesettlement.com/). The Settlement Website will be functional until the Settlement has been fully administered.

28. The key settlement and case documents were posted on the website for Class Members to see, including the Settlement Agreement, Preliminary Approval Order, Long-Form Notice, and Claim Form.

29. All costs associated with the Notice Program are paid from the Settlement Fund.

30. The Notice Program was designed and intended to reach as many potential Settlement Class Members as possible, is the best notice practicable, and was designed to meet all the criteria set forth in Alabama Rule of Civil Procedure 23(c) and the Manual for Complex Litigation. I believe the Notice Program was very successful.

31. As such, the Notice that was provided to the Class Members comported with Alabama Rule of Civil Procedure 23(c) and the United States Constitution and exceeds Due Process requirements.

Claims Process

32. I believe that all Settlement Class Members have had adequate time to receive Notice, review the terms of the Settlement Agreement and other relevant documents, and decide whether to opt out or object, and that Settlement Class Members have adequate time to decide whether to make a claim.

33. The period to submit claims provides ample time for Settlement Class Members to decide whether to make a claim for a cash payment, reimbursement of monetary losses for out-of-pocket losses, or medical data monitoring.

34. 1,383 claims have been submitted to the Settlement, which are now in the process of being reviewed, audited, and verified by the Settlement Administrator.

Exclusions

35. Out of approximately 32,425 Settlement Class Members, Epiq has received zero Opt-Out Request(s). August 3, 2026, is the deadline to opt-out of the settlement.

Objections

36. There have been no objections filed as to any of the terms of the Settlement, including the requests for fees, expenses, and service awards. August 3, 2026, is the deadline to object to the settlement.

37. Class Counsel have not received any complaints or other negative reactions to their requests for fees, expenses, and service awards from any Settlement Class Members or Class Representatives.

Class Counsels' Fee & Expense Request

38. Class counsel and the other firms representing Plaintiffs invested a great deal of time and resources into investigating and prosecuting this complex litigation. Specifically, we investigated and litigated this case rigorously and thoroughly, which included pre-suit investigations, extensive legal research, drafting pleadings and motions, plaintiff vetting, organizing the various related actions, engaging in hard-fought settlement discussions, negotiating a meaningful settlement, seeking approval of the Settlement, and now overseeing the administration of the Settlement.

39. We are also now applying for reimbursement of our reasonable and necessary costs and expenses of the Litigation totaling $17,425.73, which is the total amount of money that Class Counsel advanced to prosecute this case with no guarantee of recoupment. All these expenses were reasonable and necessary for advancing the litigation and related to filing fees and other court costs, research expenses, service of process, copying, mediation and professional fees, and case administration.

40. Detailed documentation and receipts supporting these costs and expense amounts are available for inspection at the Court's request.

41. 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.

Conclusion

42. In my opinion, I believe the Settlement is fair, reasonable, and adequate and provides significant benefits for Plaintiffs and the Settlement Class Members and should be granted final approval.

43. I believe this Settlement is a positive resolution for the Settlement Class and falls comfortably within the range of reasonableness and represents a fair and reasonable discount from potential recovery. It is also my opinion that the Claim Form, Summary Notice, and Long Form Notice accurately and plainly explained the Settlement Benefits and how to obtain them, offered a clear opportunity for members of the Settlement Class to exclude themselves if they so choose, and provided a mechanism for the Settlement Class to share their opinions about the Settlement with the Court.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17th day of July 2026, in Birmingham, Alabama.

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