SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is entered into by and among the following Settling Parties (as defined below): (i) Lucy Calton ("Calton"), Teretha Spann ("Spann"), and Chaka Ford ("Ford") (collectively "Representative Plaintiffs"), individually and on behalf of the Settlement Class (as defined below), by and through their counsel at DeGaris Law, LLC, Srourian Law Firm, P.C., and Cafferty Clobes Meriwether & Sprengel LLP respectively ("Proposed Class Counsel" or "Class Counsel"); and (ii) MCBH, LLC d/b/a Medical Center Barbour ("MCBH") and The Health Care Authority of the City of Eufaula, by and through their counsel of record, Wilson Elser Moskowitz Edelman & Dicker LLP, and Blue Management Services, LLC d/b/a Alliant Management Services, by and through its counsel of record, Carr Allison (collectively "Defendants" and, together with Representative Plaintiffs, the "Parties"). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE ACTION

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

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

On August 27, 2024, the first action arising out of the Data Incident was filed: *Calton v. Medical Center Barbour, et al*., Case No. 69-CV-2024-900054.00 (Barbour Cnty. Cir. Ct.) ("*Calton*"). On August 30, 2024, a second related action was filed: *Spann, et al. v. MCBH, LLC, et al.*, Case No. 69-CV-2024-900056.00 (Barbour Cnty. Cir. Ct.) ("*Spann*"). On September 23, 2024, the *Calton* and *Spann* plaintiffs filed a joint motion to consolidate the cases, which was granted on October 9, 2024. On November 8, 2024, Representative Plaintiffs filed a consolidated complaint, including the plaintiffs from *Calton and Spann*, against Defendants.

On December 6, 2024, Defendants removed this action to the United States District Court for the Middle District of Alabama. On December 13, 2024, Defendants filed their Motion to Dismiss Or, In the Alternative, Motion for a More Definitive Statement, under Rules 12(b)(1), 12(b)(6), and 12(e) of the Federal Rules of Civil Procedure. On December 23, 2024, the Parties filed a motion to stay the cases pending mediation, which was granted on December 30, 2024.

On March 5, 2025, the Parties engaged in settlement negotiations and a full-day mediation session with the Hon. David E. Jones (Ret.). Following a full day of arm's-length negotiations, the Parties came to terms on a settlement, as set forth herein. Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendants and the Released Persons (as defined below)

relating to the Data Incident, by and on behalf of the Representative Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other persons and putative classes against Defendants and the Released Persons relating to the Data Incident.

Following the mediation, on March 24, 2025, Representative Plaintiffs filed a Notice of Voluntary Dismissal Without Prejudice in the United States District Court for the Middle District of Alabama, and the consolidated cases were dismissed without prejudice. On March 25, 2025, Representative Plaintiffs filed an action styled *Calton, et al. v. Medical Center Barbour, et al.*, Case No. 69-CV-2025-900014.00 (Barbour Cnty. Cir. Ct.) (the "Action").

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe the claims asserted in the Action, as set forth in their operative complaint, will succeed. Representative Plaintiffs and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Action against Defendants through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in the Action. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Representative Plaintiffs and the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendants deny each and all of the claims and contentions alleged against them in the Action. Defendants deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. Nonetheless, in consideration of the uncertainty and risks inherent in any

litigation, Defendants have concluded that continuing with the Action would be protracted and expensive, and that it is desirable instead, that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class Members, Proposed Class Counsel, and Defendants that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who timely and validly opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 "Agreement" or "Settlement Agreement" means this agreement.

1.2 "Approved Claims" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the Dispute Resolution process.

1.3 "Claims Administration" means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4 "Claims Administrator" means a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by the Settling Parties and approved by the Court. If the

Settling Parties cannot agree on a Claims Administrator, Defendants will select and propose a Claims Administrator to the Court.

1.5 "Claims Deadline" means the postmark deadline for valid claims.

1.6 "Claim Form" means the form that the Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator in order to permit the option of filing of claims electronically. The Claim Form shall require a sworn signature or electronic verification under penalty of perjury, but shall not require a notarization. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.

1.7 "Costs of Claims Administration" means all actual costs associated with or arising from Claims Administration.

1.8 "Court" means Barbour County Circuit Court in the State of Alabama.

1.9 "Data Incident" means the cyberattack suffered by MCBH on or about October 29, 2023, wherein cybercriminals were able to access MCBH's data systems and potentially access information belonging to MCBH's current and former patients and employees.

1.10 "Dispute Resolution" means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 "Effective Date" means the first date by which all of the events and conditions specified in ¶ 9.1 herein have occurred and been met.

1.12 "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the

Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in the Action shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.13 "Judgment" means a judgment rendered by the Court.

1.14 "Notice" means the written notice to be sent to the Settlement Class Members pursuant to the Preliminary Approval Order.

1.15 The "Notice Commencement Date" means thirty (30) days after the entry of the Preliminary Approval Order.

1.16 "Objection Date" means the date by which Settlement Class Members must email or mail to Class Counsel and counsel for Defendants their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days after the Notice Commencement Date.

1.17 "Opt-Out Date" means the date by which requests for exclusion from the Settlement Class must be postmarked in order to be effective and timely. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) days after the Notice Commencement Date.

1.18 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached hereto as **Exhibit E**.

1.20 "Class Counsel" and/or "Proposed Class Counsel" means Alexandra J. Calton, Esq. of DeGaris Law LLC, Daniel Srourian, Esq. of Srourian Law Firm, P.C., and Nickolas Hagman of Cafferty Clobes Meriwether & Sprengel LLP.

1.21 "Related Entities" means Defendants' past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendants' predecessors, successors, owners, shareholders, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions or in the Action, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.22 "Released Claims" collectively means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon the Data Incident, including, but not limited to, negligence, negligence *per se*, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of third-party beneficiary contract, unjust enrichment, breach of fiduciary duty, breach of confidence, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice

pursuant to any breach notification statute, regulation, or common law duty, and all relevant statutes in effect in any state in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relates to the Data Incident or the exposure of Private Information in the Data Incident, including conduct that was alleged or could have been alleged in the Action, and without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the accessibility or exposure of Private Information, which the Class Representatives or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in the Action. Released Claims shall not include the right of Representative Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement. Nothing in this Settlement Agreement is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident. Released Claims shall include Unknown Claims as defined in ¶ 1.29. Released Claims shall not include the individual claims of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class.

1.23 "Released Persons" means Defendants, their Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, owners, shareholders, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.24 "Representative Plaintiffs" means Lucy Calton, Teretha Spann, and Chaka Ford.

1.25 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

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

1.27 "Settlement Class Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

1.28 "Settling Parties" means, collectively, Defendants and the Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.29 "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including the Representative Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any

and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs shall have, and each of the other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.30 "United States" as used in this Settlement Agreement includes the District of Columbia and all states and territories.

1.31 "Valid Claims" means Settlement Claims in an amount approved by the Claims Administrator and found to be valid through the Claims Administration and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Expense Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to receive reimbursement for the following documented out-of-pocket losses caused by the Data Incident, if not already reimbursed through any other source, not to exceed Five Thousand Dollars and No Cents ($5,000.00) per Settlement Class Member: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans taken as a result of the Data Incident; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage, mileage, and other incidental expenses resulting from the Data Incident; and (ix) unreimbursed costs associated with up to one (1) year of credit monitoring or identity theft insurance purchased prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Incident.

Additionally, all Settlement Class Members who submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) for Expense Reimbursement may submit a claim to recover for time spent related to the Data Incident, at a rate of Twenty Five Dollars and No Cents ($25.00) per hour for up to three (3) hours (*i.e.*, up to $75.00). Any reimbursement for lost time related to the Data Incident is included within, and subject to the Five Thousand Dollars and No Cents ($5,000.00) cap on Expense Reimbursement.

The maximum amount of the Expense Reimbursement, Five Thousand Dollars and No Cents ($5,000.00) will be increased or decreased on a *pro rata* basis, pursuant to ¶ 2.4, depending upon the number of Valid Claims and the amount of funds available for these payments.

Settlement Class Members with expense reimbursement claims must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

2.2 Alternative Cash Payment. Settlement Class Members can elect to make a claim for a Fifty Dollar ($50.00) Alternative Cash Payment in lieu of the settlement benefits outlined in ¶ 2.1. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement), but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be decreased on a *pro rata* basis, pursuant to ¶ 2.4, depending upon the number of valid claims filed and the amount of funds available for these payments.

2.3 Credit Monitoring Services. All Settlement Class Members are eligible to enroll in two (2) years of one bureau Credit Monitoring Services, upon submission of a Valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement). The Credit Monitoring Services provider shall be selected and agreed upon by the Settling Parties. However, if the Settling Parties cannot agree on a provider, Defendants will select the provider. The Claims Administrator shall send an activation code to each valid Credit Monitoring Services claimant within forty-five (45) days of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant does not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for one hundred eighty (180) days after the date of mailing, and may be used to activate the full term if used at any time during that

180 day period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation.

2.4 Aggregate Cap and Claims Process. All claims under ¶¶ 2.1 and 2.2 of the Settlement Agreement are subject to an aggregate cap of Three Hundred Thousand Dollars and No Cents ($300,000.00). If the total amount claimed exceeds $300,000.00, the amounts paid to Settlement Class Members will be prorated downwards so that the total to be paid under ¶¶ 2.1 and 2.2 does not exceed $300,000.00.

2.5 The claimant must verify the Claim Form with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. If the Settlement Class Member seeks the Expense Reimbursement option, the Settlement Class Member must plausibly attest that the time spent, and out-of-pocket expenses claimed, were both actually incurred and arose from the Data Incident. Failure to provide a supporting attestation and documentation as requested on the Claim Form, and after a reasonable opportunity to cure the deficiency(ies) after notice from the Claims Administrator (as described below), shall result in denial of a claim. Disputes as to claims denied under this paragraph are to be resolved pursuant to the provisions stated in ¶ 2.7.

2.6 To be valid, claims must be complete and submitted to the Claims Administrator on or before the 90th day after the deadline for the completion of Notice to Settlement Class Members (the "Claims Deadline"). The Notice will specify this deadline and other relevant dates described herein.

2.7 Dispute Resolution for Claims.

2.7.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has

provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the claimant's class membership and the expenses claimed; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). At any time, the Claims Administrator may request from the claimant, in writing, additional information ("Claim Supplementation") as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, claims previously made for identity theft and the resolution thereof, etc.

2.7.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7.3 Following its receipt of any requested Claim Supplementation information, the Claims Administrator shall have thirty (30) days to accept the claim, in whole or lesser amount, or reject the claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is Facially Valid, then the claim shall be paid. If the claim is not Facially Valid because the claimant has not provided the necessary information to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.7.4 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer of partial payment from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final, non-appealable determination.

2.8 Settlement Expenses. All costs for Notice to the Settlement Class as required under this Settlement Agreement, and Costs of Claims Administration shall be paid by Defendants. The Settling Parties agree that the cost of any publication notice shall not exceed Five Thousand Dollars and No Cents ($5,000.00).

2.9 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights and defenses are specifically preserved.

2.12. Equitable Terms. MCBH represents that it has taken and will continue to take measures to enhance the security of the environment impacted by the Data Incident. Those measures include: expanding the scanning and monitoring program using insights from MCBH's investigation; supplementing MCBH's cyber security monitoring with additional third-party

managed service monitoring; and deploying additional malware scanning tools across all products. The estimated cost of such measures is Two Hundred Fifty Thousand Dollars ($250,000.00).

3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall file a motion for preliminary approval of the settlement with the Court, with this Settlement Agreement attached as an exhibit, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit E**, or an order substantially similar to such form in both terms and monetary amounts, requesting, *inter alia*:

a) certification of the Settlement Class for settlement purposes only;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) the scheduling of a Final Fairness Hearing and briefing schedule for the Motion For Final Hearing and Application for Class Representative Service Awards and Attorneys' Fees and Costs;

d) appointment of Proposed Class Counsel as Class Counsel;

e) appointment of Representative Plaintiffs as Class Representatives;

f) approval of a customary form of short notices to be mailed to Settlement Class Members ("Short-Form Notice") substantially similar to the ones attached hereto as **Exhibit B** (email) and **Exhibit C** (postcard by mail only if email is undeliverable), and a customary long form notice to be posted on the settlement website ("Long-Form Notice") in a form substantially similar to the one attached hereto as **Exhibit D**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement,

the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

g) appointment of a Claims Administrator, or such other provider of claims administrative service, as may be jointly agreed to by the Settling Parties; and

h) approval of a claim form substantially similar to that attached hereto as **Exhibit A**.

The Notice and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

3.2 Defendants shall pay for all of the costs associated with the Claims Administrator, including the costs of the Claims Administrator providing Notice to the Settlement Class in accordance with the Preliminary Approval Order. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and a service award to the Class Representatives, shall be paid by Defendants as set forth herein, subject to Court approval. Notice shall be provided to Class Members in accordance with the Notice plan set forth this Agreement. The Notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the claim period, with the Notice and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line shall be made available to address Settlement Class Members' inquiries. The Claims Administrator also will provide copies of the forms of the Notice and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Prior to the Final Fairness Hearing, Proposed Class Counsel and Defendants shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Notice and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties, as may be

reasonable and not inconsistent with such approval. Subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide Notice to the Settlement Class via the notice program within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order. Defendants shall pay, or cause to be paid, to the Claims Administrator, Sixty Five Thousand Dollars and No Cents ($65,000.00) to initially fund Notice and Claims Administration costs, within twenty eight (28) days after the entry of the Preliminary Approval Order.

3.3 Proposed Class Counsel and Defendants' counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs will not be permitted. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set

forth above shall be bound by the terms of this Settlement Agreement and any subsequent Judgments.

4.3 In the event that there are 1,220 or more timely and valid Opt-Outs submitted, Defendants may, within ten (10) days after receiving the Opt-Out List from the Claims Administrator (as outlined below), by notifying Proposed Class Counsel in writing, void this Settlement Agreement. If Defendants void the Settlement Agreement pursuant to this paragraph, Defendants shall be obligated to pay costs and expenses incurred by the Claims Administrator related to Notice and Claims Administration that were already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and service awards.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, a copy of the original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement of whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Class Counsel

and to Defendants' counsel as set forth below. For all objections emailed and/or mailed to Proposed Class Counsel and counsel for Defendants, Proposed Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and/or e-mail *at:*

DEGARIS LAW, LLC
Alexandra J. Calton
Annesley H. DeGaris
2 North 20th Street, Suite 1030
Birmingham, AL 35203
Phone: (205) 575-8000
Email: adegaris@degarislaw.com
Email: acalton@degarislaw.com

Upon Defendants' counsel via mail and/or e-mail *at:*

Wilson Elser Moskowitz Edelman & Dicker LLP
David M. Ross
1500 K Street, NW, Suite 330
Washington, D.C. 20005
Phone: 202.626.7687
Email: david.ross@wilsonelser.com

Carr Allison
Angel A. Croes
100 Vestavia Parkway
Birmingham, AL 35216
Phone: 205.949.2977
Email: acroes@carrallison.com

5.2 Any Settlement Class Member who fails to comply with the objection procedure set forth in this Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including the Representative Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including the Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in the Action or in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

6.2 Upon the Effective Date, Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Representative Plaintiffs, each and all of the Settlement Class Members, except those who timely and validly opt-out of the Settlement Agreement, and Proposed Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement. Any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiffs until after the substantive terms of the

settlement had been agreed upon, other than that Defendants would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs as may be agreed to by Defendants and the Proposed Class Counsel and/or as ordered by the Court. Following the Parties reaching an agreement on the relief that will be made available to Settlement Class Members, Defendants and Proposed Class Counsel then negotiated and agreed to the terms described herein.

7.2 Proposed Class Counsel has agreed to request, and Defendants have agreed to pay, subject to Court approval, an amount not to exceed Three Hundred Thousand Dollars and No Cents ($300,000.00) to Proposed Class Counsel for attorneys' fees and costs and expenses.

7.3 Subject to Court approval, Defendants have agreed to pay a service award in the amount of One Thousand Five Hundred Dollars and No Cents ($1,500.00) to each of the three (3) Representative Plaintiffs (*i.e.*, $4,500 to the Representative Plaintiffs collectively).

7.4 Defendants shall pay, or cause to be paid, the Court-approved amount of attorneys' fees, costs, expenses, and service awards, not to exceed the amounts agreed to herein, to the Claims Administrator for remittance to Proposed Class Counsel and the Representative Plaintiffs, as applicable, within thirty (30) days after the Effective Date.

7.5 If this Settlement Agreement is terminated or otherwise does not become Final, Defendants shall have no obligation to pay attorneys' fees, costs, expenses, or service awards and shall only be required to pay costs and expenses related to Notice and Claims Administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Settlement Class Member be liable for any costs or expenses related to Notice or Claims Administration.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service awards to the Representative Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order

of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Class Counsel or the Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. The Claims Administrator shall provide claims and proposed distribution reports to Proposed Class Counsel and Defendants on a weekly basis. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by or on behalf of Defendants shall be deemed valid.

8.2 Defendants shall pay, or cause to be paid, to the Claims Administrator, the amount of Valid Claims within thirty (30) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. The Claims Administrator shall pay Valid Claims, whether via mailed check or electronic distribution, within forty-five (45) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. If this Settlement Agreement is terminated or otherwise does not become Final prior to the payment of Valid Claims, Defendants shall have no obligation to pay such claims and shall only be required to pay costs and expenses related to Notice and Claims Administration that were already incurred.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits

pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, Defendants, Proposed Class Counsel, Representative Plaintiffs, and/or Defendants' counsel based on distributions of benefits to Settlement Class Members.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

a) the Court has entered the Order of Preliminary Approval and Publication of Notice of a Final Fairness Hearing;

b) Defendants have not exercised their option to terminate the Settlement Agreement;

c) the Court has entered the Judgment granting Final Approval to the settlement as set forth herein; and

d) the Judgment has become Final.

9.2 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.3 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not

be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of Notice to the Settlement Class, Claims Administration, and Dispute Resolution above and shall not, at any time, seek recovery of same from Representative Plaintiffs or Proposed Class Counsel.

10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises contested claims and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. The Settling Parties agree that no

Settling Party shall have any liability to another Settling Party as it relates to the Action, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the settlement and are incorporated and made a part of the Agreement.

10.6 The Settlement Agreement, together with the exhibits attached hereto, constitutes the entire agreement among the Settling Parties regarding the settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendants and Representative Plaintiffs in connection with the settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between Defendants and Representative Plaintiffs.

10.7 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are authorized to seek to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the intent of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any Party warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to Notice and Claims Administration. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Alabama, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Alabama.

10.13 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its;" and "him" means "him, her, or it.'' "She" means "she, he, or it;" "hers" means "hers, his, or its;" and "her" means "her, him, or it." "It" means "it, he, or she, him, or her;" and "its" means "its, his, or hers."

10.14 All dollar amounts are in United States dollars (USD).

10.15 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive financial settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one hundred eighty (180) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits. The Settlement Class Member's right to receive monetary relief shall be extinguished, and Defendants shall have no obligation to make payments to the Settlement Class Member of Expense Reimbursement under ¶ 2.1, or Alternative Cash Payment under ¶ 2.2, or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.16 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

AGREED TO BY:

By: Lucy Calton Date: 06/08/2025
Plaintiff Lucy Calton

By: Teretha Spann Date: 05/23/2025
Plaintiff Teretha Spann

By: _____ Date: _____
Plaintiff Chaka Ford

By: Annesley H. DeGaris Date: 06/10/2025
Alexandra J. Calton
Annesley H. DeGaris
DEGARIS LAW, LLC

By: _____ Date: _____
Daniel Srourian
SROURIAN LAW FIRM, P.C.

By: Nickolas J. Hagman Date: 05/23/2025
Nickolas Hagman
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

By: _____ Date: _____
MCBH LLC d/b/a/ Medical Center Barbour

By: _____ Date: _____
Blue Management Services, LLC d/b/a Alliant Management Services

By: _____ Date: _____
The Health Care Authority of the City of Eufaula

AGREED TO BY:

By: _____ Date: _____
Plaintiff Lucy Calton

By: _____ Date: _____
Plaintiff Teretha Spann

By: Chaka Ford Date: 05/22/2025
Plaintiff Chaka Ford

By: _____ Date: _____
Alexandra J. Calton
Annesley H. DeGaris
DEGARIS LAW, LLC

By: _____ Date: _____
Daniel Srourian
SROURIAN LAW FIRM, P.C.

By: _____ Date: _____
Nickolas Hagman
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

By: _____ Date: _____
MCBH LLC d/b/a/ Medical Center Barbour

By: _____ Date: _____
Blue Management Services, LLC d/b/a Alliant Management Services

By: _____ Date: _____
The Health Care Authority of the City of Eufaula

AGREED TO BY:

By: _____ Date: _____
Plaintiff Lucy Calton

By: _____ Date: _____
Plaintiff Teretha Spann

By: _____ Date: _____
Plaintiff Chaka Ford

By: _____ Date: _____
Alexandra J. Calton
Annesley H. DeGaris
DEGARIS LAW, LLC

By: _____ Date: 05/27/25
Daniel Srourian
SROURIAN LAW FIRM, P.C.

By: _____ Date: _____
Nickolas Hagman
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

By: Janet M Kinney Date: May 9, 2025
MCBH LLC d/b/a/ Medical Center Barbour

By: _____ Date: _____
Blue Management Services, LLC d/b/a Alliant Management Services

By: _____ Date: _____
The Health Care Authority of the City of Eufaula

AGREED TO BY:

By: _____ Date: _____
Plaintiff Lucy Calton

By: _____ Date: _____
Plaintiff Teretha Spann

By: _____ Date: _____
Plaintiff Chaka Ford

By: _____ Date: _____
Alexandra J. Calton
Annesley H. DeGaris
DEGARIS LAW, LLC

By: _____ Date: _____
Daniel Srourian
SROURIAN LAW FIRM, P.C.

By: _____ Date: _____
Nickolas Hagman
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

By: _____ Date: _____
MCBH LLC d/b/a/ Medical Center Barbour

By: _____ Date: 5/15/25
Blue Management Services, LLC d/b/a Alliant Management Services

By: _____ Date: _____
The Health Care Authority of the City of Eufaula

AGREED TO BY:

By: _____ Date: _____
Plaintiff Lucy Calton

By: _____ Date: _____
Plaintiff Teretha Spann

By: _____ Date: _____
Plaintiff Chaka Ford

By: _____ Date: _____
Alexandra J. Calton
Annesley H. DeGaris
DEGARIS LAW, LLC

By: _____ Date: _____
Daniel Srourian
SROURIAN LAW FIRM, P.C.

By: _____ Date: _____
Nickolas Hagman
CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

By: _____ Date: _____
MCBH LLC d/b/a/ Medical Center Barbour

By: _____ Date: _____
Blue Management Services, LLC d/b/a Alliant Management Services

By: _____ Date: 5-20-25
The Health Care Authority of the City of Eufaula

By: _____ Date: May 21, 2025

David M. Ross

WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP

By: _____ Date: 5.16.25

Angel A. Croes

CARR ALLISON

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $300K Medical Center Barbour Class Action Settlement Resolves Case Over October 2023 Data Breach