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CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
ASHLEIGH LONG, CLERK

IN THE CIRCUIT COURT FOR MOBILE COUNTY, ALABAMA

IN RE CARDIOLOGY ASSOCIATES DATA BREACH LITIGATION	Master File No.: 02-cv-2025-900139

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement Agreement") is entered into by and between Defendant Cardiology Associates of Mobile, Inc. ("CAM" or "Defendant"), Released Party Teklinks, Inc. and its affiliates ("Teklinks"), and Plaintiffs Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson ("Plaintiffs" or "Class Representatives"), individually and on behalf of similarly situated persons, in the case of *In re Cardiology Associates Data Breach Litigation*, No. 02-cv-2025-900139, currently pending in the Circuit Court for Mobile County, Alabama (the "Action"). CAM, Teklinks, and Plaintiffs are each referred to as a "Party" and are collectively referred to herein as the "Parties."

I. RECITALS

1. CAM is a medical corporation focused on providing comprehensive cardiovascular care within the Gulf Coast region. Defendant collects personally identifiable information ("PII") or personal health information ("PHI") of its patients in the course of doing business and providing services.

2. Teklinks, Inc. is a business technology company that provides IT services to its clients, including CAM.

3. The Litigation arises out of a data security incident, defined below as a "Data Incident," wherein Plaintiffs allege that unauthorized third parties accessed CAM's computer

systems and data, resulting in the third party's access to personal information belonging to Plaintiffs and members of the Settlement Class. CAM collected and stored Plaintiffs' and Settlement Class Members' PII and PHI in its computer systems in the ordinary course of business.

4. Specifically, Plaintiffs allege that on or about October 22, 2024, an unauthorized individual, or unauthorized individuals, gained access to CAM's computer network, and subsequently, the names, dates of birth, Social Security Numbers, health insurance policy numbers, and/or protected health medical information of approximately 172,678 individuals.

5. In response, Plaintiffs filed individual actions, which were consolidated on February 23, 2025. On April 14, 2025, Plaintiffs filed a Consolidated Class Action Complaint ("CCAC") individually and on behalf of all others similarly situated, bringing claims against CAM for negligence, negligence *per se*, and breach of implied contract Plaintiffs also sought injunctive relief, declaratory relief, monetary damages, and all other relief as authorized in equity or by law.

6. In addition, on September 26, 2025, CAM filed a Third-Party Complaint ("TPC") against Teklinks, asserting claims for breach of contract, indemnity, and declaratory relief. In connection with this settlement agreement, CAM dismissed the third-party action without prejudice on May 28, 2026.

7. CAM denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the CCAC against it regarding the Data Incident. Teklinks denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the TPC against it regarding the Data Incident.

8. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have investigated the facts relating to the claims and defenses alleged

and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the respective positions.

9. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the CCAC, the TPC, and the Litigation on the terms and conditions set forth herein is for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

10. In an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation with experienced privacy mediator Lee Copeland of Copeland Franco Screws & Gill PA.

11. In advance of the mediation, Defendant provided informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

12. The Parties participated in a full day mediation on May 19, 2026. After arm's-length negotiations between experienced counsel, the Parties reached an agreement on many of the material terms of this class wide Settlement, and continued negotiations thereafter.

13. On May 21, 2026, a settlement-in-principle was reached for a non-reversionary common fund totaling $1,250,000.00. The full terms of the settlement are memorialized in this Settlement Agreement.

14. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through the various phases of litigation (including

potentially trial and appeal), the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with CAM and Teklinks on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

15. CAM, Teklinks, and their respective counsel have also concluded that the settlement with Plaintiffs and the Settlement Class set forth herein is fair and reasonable and in the best interests of CAM and Teklinks. More specifically, CAM and Teklinks deny all the claims and contentions alleged against them in the Litigation, and all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, CAM and Teklinks have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. CAM and Teklinks have also considered the uncertainty and risks inherent in any litigation. CAM and Teklinks have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

16. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by CAM or Teklinks of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations, including class certification, in this Litigation or any other similar claims in other proceedings.

17. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that all claims against CAM and Teklinks arising out of and related to the allegations or subject matter of the CCAC, the TPC, and the Litigation, as set forth in the Release in Section XV, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. DEFINITIONS

18. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. "Claims Deadline" means the deadline for filing claims under the Settlement set at a date certain that is exactly ninety (90) Days from the Notice Date.

b. "Claim Form" means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of Exhibit A to this Settlement Agreement. The Claim Form shall require an attestation but shall not require a notarization or any other form of verification.

c. "Claims Period" means the period for filing claims up until a date certain no more than ninety (90) Days from the Notice Date.

d. "Claimants" shall have the meaning given in Paragraph 44.

e. "Class Counsel" means Ken Grunfeld of Kopelowitz Ostrow Ferguson Weiselberg Gilbert, Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C.

f. "Class Representatives" means Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson.

g. "Costs and Expenses" means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Litigation, and obtaining an order of Final (as that term is defined below) judgment.

h. "Court" means the Circuit Court for Mobile County, Alabama.

i. "Day(s)" means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal holiday.

j. "Data Incident" means the data security incident that occurred on or about October 22, 2024, wherein an unauthorized individual, or unauthorized individuals, gained access to CAM's network systems and accessed certain files on CAM's computer systems containing the PII/PHI of Plaintiffs and Settlement Class Members.

k. "CAM's Counsel" means Timothy Shea of Wood Smith Henning & Berman, LLP.

l. "Effective Date" means the date defined in Paragraph 107 of this Settlement Agreement.

m. "Fee Award, Costs, and Expenses" means the amount of attorneys' fees, costs, and expenses awarded by the Court to Class Counsel.

n. "Final" with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any

material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

o. "Final Approval Hearing" means the hearing to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for attorneys' fees, costs, and expenses, and Service Awards should be approved.

p. "Final Approval Order" means the order of the Court finally approving this Settlement, substantially in the form attached hereto as Exhibit E.

q. "Final Judgment" means the dismissal with prejudice of the claims against CAM and the Third Party in the Litigation, entered in connection with the Settlement and Final Approval Order.

r. "Litigation" means the lawsuit entitled *In re Cardiology Associates Data Breach Litigation,* No. 02-cv-2025-900139, currently pending in the Circuit Court for Mobile County, Alabama.

s. "Long-Form Notice" means the written notice substantially in the form of Exhibit B to this Settlement Agreement.

t. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards

approved by the Court, and (iv) any Attorneys' Fee Award, Costs, and Expenses approved by the Court.

u. "Notice and Claims Administration Costs" means all costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement. This does not include any separate costs incurred directly by CAM, Teklinks, or any of their agents or representatives in this Litigation.

v. "Notice Date" means thirty (30) days following entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

w. "Notice Program" means the notice program described in Section VII.

x. "Objection Deadline" shall have the meaning set forth in Paragraph 74 or as otherwise ordered by the Court.

y. "Opt-Out Deadline" means the date certain that is exactly sixty (60) days from the Notice Date or as otherwise ordered by the Court.

z. "Opt-Out Members" shall have the meaning set forth in Paragraphs 66-7.

aa. "Parties" means Plaintiffs, CAM, and Teklinks, collectively.

bb. "Plaintiffs' Released Claims" means all claims and other matters released in and by Section XV of this Settlement Agreement.

cc. "Postcard Notice" means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order, substantially in the form of Exhibit C to this Settlement Agreement.

dd. "Preliminary Approval Date" means the date the Preliminary Approval Order has been executed and entered by the Court.

ee. "Preliminary Approval Order" means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, substantially in the form of Exhibit D attached hereto.

ff. "Released Class Claims" means all claims and other matters released in and by Section XV of this Settlement Agreement.

gg. "Released Parties" means CAM and Teklinks and their respective parents, subsidiaries, divisions, and affiliates, as well as all such entities' respective representatives, offices, agents, directors, affiliates, employees, insurers, reinsurers, attorneys, predecessors, successors, and assigns.

hh. "Settlement" means the settlement reflected by this Settlement Agreement.

ii. "Settlement Administrator" means Kroll Settlement Administration LLC ("Kroll"), the class action settlement administrator, identified in the Motion for Preliminary Approval, that has been retained to carry out the Notice Program and administer the claims and settlement fund distribution process.

jj. "Settlement Agreement" means this Settlement Agreement, including releases and all exhibits hereto.

kk. "Settlement Class" means all individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by CAM in October 2024, including all those individuals who received notice of the Data Incident. Excluded from the Classes are CAM, Teklinks, and CAM's and Teklinks' parents, subsidiaries, divisions, or affiliates, or their

respective successors or predecessors, or any entity in which CAM, Teklinks, or their parents have a controlling interest, or any of their current or former officers and directors; any judge presiding over the Action and members of their families; persons who properly execute and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Plaintiffs' counsel and CAM's and Teklinks' counsel; and the legal representatives, successors, and assigns of any such excluded persons.

ll. "Settlement Class Member[s]" means all persons who are members of the Settlement Class.

mm. "Settlement Fund" means the non-reversionary sum totaling One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) to be paid or caused to be paid by CAM and Teklinks, and/or through their respective insurance carriers, as specified in this Agreement, including any interest accrued thereon after payment.

nn. "Settlement Website" means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Postcard Notice, the Long-Form Notice, and the Claim Form, among other things.

oo. "Teklinks" shall mean Teklinks, Inc., and its affiliates, including Cellular South, Inc.

pp. "Teklinks' Counsel" shall mean M. Patrick McDowell of Brunini, Grantham, Grower & Hewes, PLLC.

qq. "Unknown Claims" means claims that could have been raised in the Litigation relating to the Data Incident and that any Plaintiffs or any Settlement Class Member

(other than Opt-Out Members), and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspect to exist, which, if known by him, her, or it, might affect his, her, or its agreement to release CAM and all other Released Parties, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement. Plaintiffs' Released Claims and Released Class Claims include a waiver of the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), 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.**

III. CERTIFICATION OF THE SETTLEMENT CLASS

19. For settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class.

20. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, CAM and Teklinks agree to stipulate to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then CAM's and Teklinks' stipulation will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding.

IV. THE SETTLEMENT FUND

21. The Settlement Fund: CAM, by and through its insurance carrier, agrees to make a non-reversionary payment of Eight Hundred Fifty Thousand Dollars ($850,000.00), and Teklinks agrees to make a non-reversionary payment of Four Hundred Thousand Dollars ($400,000) for the creation of a One Million Two Hundred Fifty Thousand ($1,250,000) Settlement Fund and deposit that payment into the Settlement Fund no later than thirty (30) calendar days after the Court enters the Preliminary Approval Order. For the avoidance of doubt, and for purposes of this Settlement Agreement only, CAM's liability shall not exceed Eight Hundred Fifty Thousand Dollars ($850,000.00) and Teklinks' liability shall not exceed Four Hundred Thousand Dollars ($400,000) absent an express written agreement between the Parties to the contrary. The timing set forth in this provision is contingent upon the receipt of payment instructions and a W-9 from the Settlement Administrator for the Settlement Fund within seven (7) Days of the date that the Preliminary Approval Order is issued. If CAM and Teklinks do not receive this information by seven (7) Days after the date that the Preliminary Approval Order is issued, the payments specified by this paragraph shall be made within thirty (30) calendar days after CAM and Teklinks receive this information.

22. Custody of the Settlement Fund: The Settlement Fund shall be deposited in an appropriate interest-bearing trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to the entity that paid the Settlement Fund on behalf of CAM or Teklinks in the event this Agreement is voided, terminated, or cancelled.

a. In the event this Agreement is lawfully voided, terminated, or cancelled due to lack of approval from the Court or any other reason other than breach of the Agreement by

CAM or Teklinks: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to the entity that paid the Settlement Fund on behalf of CAM or Teklinks; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

23. Non-Reversionary: This Settlement is not a reversionary settlement. As of the Effective Date, all rights of CAM or Teklinks in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is lawfully voided, cancelled, or terminated, as described in Section XIV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to CAM or Teklinks.

24. Use of the Settlement Fund: As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes or tax related expenses owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fee Award, Costs, and Expenses as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

25. Financial Account: The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel, CAM's Counsel, and Teklinks'

Counsel, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

26. Payment/Withdrawal Authorization: No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement, and, as may be required, (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel, CAM's Counsel, and Teklinks' Counsel with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

27. Payments to Class Members: The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Agreement.

28. Treasury Regulations and Fund Investment: The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal

Deposit Insurance Corporation ('FDIC') at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

29. Taxes: All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their counsel have made no representation or warranty with respect to the tax treatment by the Class Representatives or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Class Representatives and each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

30. Limitation of Liability:

a. CAM, Teklinks, or their counsel shall not have any responsibility for or liability with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement

Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. CAM, Teklinks, or their counsel also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Class Representatives and Class Counsel shall not have any liability with respect to (i) any act, omission or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

31. Compensation to Settlement Class Members: Settlement Class Members must timely submit a valid Claim Form to receive a settlement benefit. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. Settlement Class Members may elect to file a claim for (1) a claim for reimbursement of certain losses, (2) Credit Monitoring services, and (3) a pro rata cash payment from the amount remaining in the settlement fund after payment of all other expenses.

32. Compensation For Out-of-Pocket Losses. Settlement Class Members may claim reimbursement of up to $4,000.00 by submitting a valid and timely claim form and reasonable supporting documentation for losses demonstrably incurred, more likely than not, as a result of the Data Incident. Out-of-pocket expenses eligible for reimbursement are those incurred as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between the date of the Data Incident notice by CAM and the end of the claims period, which will be a part of the Claim Form.

33. Pro Rata Cash Compensation: In addition to the compensation described in Paragraph 32, Settlement Class Members may file a claim for a Pro Rata Cash Payment. The amount of the Cash Payments will be determined on a pro rata basis as described in Paragraph 112.

34. Credit Monitoring: 24 months of bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring. The credit and identity theft monitoring will have the following features:

i. Real time monitoring of the credit file at all three major credit bureaus;

ii. Identity theft insurance of $1,000,000; and

iii. Access to fraud resolution agents to help resolve identity thefts.

35. Business Practice Changes: Prior to Final Approval, CAM will provide Class Counsel with a written attestation regarding the security measures, including the cost associated therewith, it implemented following the Data Incident (or will implement) to better protect the Settlement Class's Private Information from future disclosure resulting from a subsequent data incident. The costs of any such security measures on the part of CAM were paid or will be paid separately by CAM and will not come out of the Settlement Fund.

VI. SETTLEMENT ADMINISTRATION

36. All Notice and Settlement Administration Costs will be paid from the Settlement Fund.

37. The Parties agree to solicit competitive bids for settlement administration, including Notice and Claims Administration Costs, to rely upon Postcard Notice, and to utilize other appropriate forms of notice where practicable, to contain the administration costs while still providing effective notice to the Settlement Class Members. Based on this competitive bidding process, the Parties agree to select an experienced class action settlement administrator to serve as the Settlement Administrator.

38. The Settlement Administrator will provide Postcard Notice and/or email notice (if known) to all Settlement Class Members by United States First Class mail of the settlement terms to all Settlement Class Members for whom the Settlement Administrator is provided a valid mailing address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing. Settlement Class Members shall have sixty (60) Days from the Notice Date to opt out of the Settlement Class or object to the Settlement.

39. The Settlement Administrator shall also provide notice via publication if necessary and to the extent such notice is deemed appropriate by the Parties in consultation with the Settlement Administrator to provide the best notice practicable under the circumstances.

40. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to

accomplish such other purposes as may be approved by all Counsel for the Class, CAM, and Teklinks. The Parties shall reasonably cooperate with such requests.

41. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement and any additional processes agreed to by all Counsel for the Class, CAM, and Teklinks, subject to the Court's supervision and direction as circumstances may require.

42. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claim Deadline.

43. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

44. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Class Counsel, CAM's Counsel, and Teklinks' Counsel. If the defect is not cured within the 21-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but cured within the 21-Day period, shall be considered "Claimants."

45. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to CAM, Teklinks, Class Counsel, CAM's Counsel, and Teklinks' Counsel to the extent necessary to resolve claims determination

issues pursuant to this Settlement Agreement and Settlement. CAM or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Class Counsel may reasonably require. Class Counsel or the Settlement Administrator will provide other reports or information as CAM or Teklinks may reasonably require.

46. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide Claimants who selected Credit Monitoring services under Paragraph 34 with enrollment instructions for those services.

47. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check ("Claim Check") or digital payment selected in consultation with Class Counsel (collectively, "Claim Payment") to each Claimant in the amount for which each Claimant has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

a. The Settlement Administrator will first apply the Net Settlement Fund to pay for Credit Monitoring services as described in Paragraph 34 claimed by Claimants. After payment of costs related to Credit Monitoring services, the Settlement Administrator will next allocate payments for valid claims for Compensation for Out-of-Pocket Losses (as described in Paragraph 32. The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made shall be referred to as the "Post-Loss Net Settlement Fund."

b. The Settlement Administrator shall then utilize the Post-Loss Net Settlement Fund to make all Cash Payments as described in Paragraphs 32-33. The amount of each

Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Pro Rata Cash Payments.

48. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Checks issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

49. Any request for reissuance of a check must occur within ninety (90) Days of the date of the original check being issued. Reissued checks shall be void if not negotiated within sixty (60) calendar days of their date of issue.

50. To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) Days after the distribution of Claim Payments to the Claimants, the residual funds shall be distributed to the Alabama Civil Justice Foundation, as the *cy pres* recipient, following approval by the Court. Checks issued under this paragraph shall be void if not negotiated within sixty (60) Days of the date the check is issued. Checks issued under this paragraph shall not be reissued.

51. For any Claim Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

52. No portion of the Settlement Fund shall revert or be repaid to CAM or Teklinks after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all

payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed to the Alabama Civil Justice Foundation, the Cy Pres recipient, as approved by the Court.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

53. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

54. Direct Notice shall be provided to Settlement Class Members by First Class U.S. Mail or email (if known) for Settlement Class Members for whom the Settlement Administrator has a valid address. Additional Notice may be provided via publication as described in Paragraph 39, to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties to provide the best notice practicable under the circumstances.

55. Within seven (7) Days of the entry of the Preliminary Approval Order, CAM shall provide the Settlement Administrator with the names and last-known addresses known to CAM for the Settlement Class Members (the "Class List"). The Settlement Administrator shall, by using the National Change of Address database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

56. Within thirty (30) Days following entry of the Preliminary Approval Order ("Notice Date"), the Settlement Administrator shall mail the Postcard Notice to all Settlement Class Members by First Class United States mail. It has been mutually agreed by the Parties that the Settlement Administrator may rely upon Postcard Notice.

57. If any Postcard Notice is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Other than as set forth above,

neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail Notices.

58. The mailed notice will consist of the Postcard Notice, substantially in the form of Exhibit C. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing of the Postcard Notice is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court's orders.

59. No later than twenty-one (21) Days following entry of the Preliminary Approval Order, the Settlement Administrator shall effectuate any publication notice made pursuant to Paragraph 39.

60. No later than twenty-one (21) Days following entry of the Preliminary Approval Order, and prior to the mailing of the Postcard Notice, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the CCAC, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Postcard Notice.

61. Claimants shall be able to submit their claims via the Settlement Website.

62. The Settlement Website shall be maintained at least from the Notice Date until ninety (90) Days after the Claims Deadline has passed.

63. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

64. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel, to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator respecting compliance with the Court-approved Notice Program.

VIII. OPT-OUT PROCEDURE

65. Each member of the Settlement Class shall have the right to request exclusion from the Settlement Class and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

66. The Postcard Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement, if, before the Opt-Out Deadline, the Settlement Class Member personally completes and mails a request for exclusion ("Opt-Out Request") to the Settlement Administrator at the address set forth in the Postcard Notices.

67. For a Settlement Class Member's Opt-Out Request to be valid, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member with respect to a claim or right such as those in the Litigation); and (c) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. The Settlement Administrator shall promptly inform Class Counsel and

Defendant's Counsel of all valid and timely Opt-Out Requests, with all such Settlement Class Members being referred to herein as "Opt-Out Member(s)."

68. Opt-Out Members shall receive no benefit or compensation under this Settlement Agreement and shall have no right to object to the proposed Settlement Agreement or address the Court at the Final Approval Hearing.

69. A request for exclusion that does not comply with all of the foregoing, that is not postmarked by the Opt-Out Deadline, or that is sent to an address other than that set forth in the Postcard Notice shall be invalid, and that Settlement Class Member shall remain in and be treated as being in the Settlement Class and as being bound by this Settlement Agreement and the release contained herein.

70. Prior to the Final Approval Hearing, the Settlement Administrator shall create a comprehensive list of all Opt-Out Members for submission to the Court and to be provided to Class Counsel, CAM's Counsel, and Teklinks' Counsel.

71. Opt-Out Members shall not (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement.

IX. OBJECTIONS TO THE SETTLEMENT

72. Any Settlement Class Member who wishes to object to the proposed Settlement must file with the Court and serve a written objection(s) to the Settlement ("Objection(s)") to Class Counsel and Defendant's Counsel at the addresses set forth in the Long-Form Notice via First Class U.S Mail.

73. Each Objection must (i) include the case name and number; (ii) set forth the Settlement Class Member's full name, current address, and telephone number; (iii) contain the Settlement Class Member's original signature; (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; and (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

74. Objections must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than sixty (60) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Postcard and Long-Form Notices.

75. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

76. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in

person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

77. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement, the Long-Form Notice, and otherwise as ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

X. ATTORNEYS' FEE AWARD, COSTS, AND EXPENSES, AND SERVICE AWARD

78. Class Counsel shall request the Court approve an award of attorneys' fees not to exceed one third (33.33%) of the Settlement Fund. In addition to any attorneys' fees requested, Class Counsel shall also request reimbursement of the reasonable costs and expenses incurred in prosecuting the litigation. Class Counsel's attorneys' fees, costs, and expenses awarded by the Court shall be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount shall be paid from the Settlement Fund. The Parties did not discuss payment of attorneys' fees, costs, and expenses until after they agreed on all materials terms of relief to the Settlement Class.

79. Class Counsel shall request the Court to approve Service Awards of $2,500 for each of the Class Representatives, which award is intended to recognize Class Representatives for their efforts in the Litigation and commitment on behalf of the Settlement Class ("Service Awards"). If approved by the Court, the Service Awards will be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount shall be paid from the

Settlement Fund. The Parties did not discuss or agree upon payment of the Service Awards until after they agreed on all materials terms of relief to the Settlement Class.

80. Class Counsel will file applications with the Court for the requested Service Awards and attorneys' fees, costs, and expenses at least fourteen (14) Days prior to the Objection Deadline.

81. The Parties agree that the Court's approval or denial of any request for Service Awards or attorneys' fees, costs, and expenses are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the Settlement. Any reduction to the Service Awards or award of attorneys' fees, costs, and expenses shall not operate to terminate or cancel this Settlement Agreement.

XI. NOTICES

82. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by First Class U.S. mail to the following addresses:

All notices to Class Counsel or Plaintiffs shall be sent to:

Ken Grunfeld
Kopelowitz Ostrow PA
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 33301

Leanna A. Loginov
Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132

Mariya Weekes
Milberg PLLC
333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

Jonathan Mann
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place
Suite 1100
Birmingham, AL 35203

All notices to CAM's Counsel shall be sent to:

Timothy Shea
Wood Smith Henning & Berman LLP
801 Kirkland Avenue
Suite 100
Kirkland, WA 98033

All notices to Teklinks' Counsel shall be sent to:

M. Patrick McDowell
Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
The Pinnacle Building, Suite 100
Jackson, MS 39201

83. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, Opt-Out Requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XII. SETTLEMENT APPROVAL PROCESS

84. After execution of this Settlement Agreement, Class Counsel shall promptly move the Court to enter the Preliminary Approval Order, which:

(a) Preliminarily approves this Settlement Agreement;

(b) Certifies the Settlement Class;

(c) Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;

(d) Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of Ala. R. Civ. P. 23, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;

(e) Appoints the Settlement Administrator in accordance with the provisions of Section VI;

(f) Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

(g) Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;

(h) Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and

(j) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement and the Settlement.

XIII. FINAL APPROVAL HEARING

85. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, Opt-Out Requests, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

86. Class Counsel will recommend that the Final Approval Hearing should be scheduled no earlier than one hundred and ten (110) Days after the entry of the Preliminary Approval Order.

87. The Parties may file a response to any objections in further support of final approval no later than fourteen (14) Days prior to the Final Approval Hearing or after receipt of any timely submitted objection, whichever is later. In their discretion, the Parties may respond to late-filed objections, as they deem appropriate.

88. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether *pro se* or through counsel, must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel, CAM's Counsel, and Teklinks' Counsel as provided in the Long-Form Notice.

89. Class Counsel shall ask the Court to enter a Final Approval Order and Judgment in a form substantially similar to Exhibit E attached hereto.

90. If and when the Settlement becomes Final, the claims against CAM and Teklinks in the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT

91. Each Party shall have the right to terminate this Settlement Agreement if:

a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to Exhibit D hereto);

b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit E hereto);

c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein;

d. More than 1,000 Settlement Class Members Opt-Out of the Settlement; or

e. The Effective Date cannot occur.

92. Class Counsel agree to work in good faith to effectuate this Settlement Agreement and will not solicit or encourage, in any manner, Settlement Class Members to submit Opt-Out Requests.

93. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to each Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

94. Nothing shall prevent Plaintiffs, CAM, or Teklinks from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

95. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null

and void; (ii) the Litigation and all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

96. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, CAM and Teklinks shall retain all its rights and defenses in this Litigation. For example, CAM and Teklinks shall have the right to seek to compel arbitration of the claims asserted in the CCAC or TPC, to object to the maintenance of the Litigation as a class action, to move for summary judgment as to the CCAC or TPC, and to assert defenses in arbitration or at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation is subject to arbitration or may properly be maintained as a class action, or for any other purpose.

XV. RELEASE

97. The Final Approval Order and Final Judgment shall provide that claims against CAM, Teklinks, and all other Released Parties in the Litigation are dismissed with prejudice as to and all Settlement Class Members who are not Opt-Out Members.

98. On the Effective Date, Plaintiffs and each and every Settlement Class Member who is not an Opt-Out Member (i.e., has not been excluded from the Settlement Class by the Court), shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Parties with respect to the Plaintiffs' Released Claims or the Released Class Claims.

99. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, or relate to the Data Incident, including such claims that were or could have been asserted in the Litigation (the "Plaintiffs' Release"). The Plaintiffs' Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "Plaintiffs' Released Claims"). The Plaintiffs' Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

100. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member who is not an Opt-Out Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the

Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees, costs, and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, or relate to the Data Incident, including such claims that were or could have been asserted in the Litigation (the "Settlement Class Release"). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the "Released Class Claims"). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

101. Moreover, CAM and Teklinks agree that, as a condition of settlement, that they will release and forever discharge each other and their respective parents, subsidiaries, divisions, and affiliates, as well as all such entities' respective representatives, officers, agents, directors, affiliates, employees, insurers, reinsurers, attorneys, predecessors, successors and assigns from any and all claims now existing or into the future, arising from or relating to the Data Incident.

102. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement Class Members who are not Opt-Out Members shall be bound by this Settlement Agreement and the Settlement Class Release and all of Plaintiffs' Released Claims and the Released Class Claims shall be dismissed with prejudice and released, irrespective of whether the Settlement Class Members received actual notice of the Litigation or this Settlement.

103. Plaintiffs' Released Claims and Released Class Claims include the release of Unknown Claims.

104. On entry of the Final Approval Order and Final Judgment, Plaintiffs and Settlement Class Members (other than Opt-Out Members) shall be enjoined from prosecuting, respectively, Plaintiffs' Released Claims and/or the Released Class Claims, in any proceeding in any forum against any of the Released Parties or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

105. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement Class Release (the "Releases"), the Releases cover, without limitation, any and all claims for attorneys' fees, costs, expenses, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the claims against CAM or Teklinks in the Litigation, the Settlement, the administration of such Settlement and/or Plaintiffs' Released Claims or Released Class Claims, as well as any and all claims for the Service Awards to Plaintiffs.

106. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Releases be construed to release claims arising out of physical injuries arising from the treatment Plaintiffs and Settlement Class Members received from CAM.

XVI. EFFECTIVE DATE

107. If there are no objections to the Settlement, the "Effective Date" of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

a. This Settlement Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;

c. The Court-approved Postcard Notice has been mailed and other notice required by the Notice Program has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and

e. The Final Approval Order and Final Judgment have been entered.

108. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 Days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 Days after the last appellate court ruling affirming the Final Approval Order or 30 Days after the entry of a dismissal of the appeal.

XVII. MISCELLANEOUS PROVISIONS

109. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

110. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the CCAC, the TPC, or the Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of CAM or Teklinks or any admission by CAM or Teklinks of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or

indirectly involving the Data Incident or allegations asserted in the CCAC, the TPC, or the Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by CAM or Teklinks that Plaintiffs' claims or any similar claims are suitable for class treatment.

111. CAM and Teklinks further agree that they shall enter into a tolling agreement as to the claims CAM is releasing herein, and that are the subject of the TPC, through final approval of any class settlement.

112. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

113. In the event the Net Settlement Fund is insufficient to cover the payment for Credit Monitoring services claimed by Claimants, the duration of the coverage described in Paragraph 34 will be reduced to exhaust the fund. In such an event, no Net Settlement Funds would be distributed for the benefits described in Paragraphs 32 and 33. In the event the aggregate amount of all payments for Compensation for Out-of-Pocket Losses exceeds the total amount of the Net Settlement Fund, then the value of those payments shall be reduced on a pro rata basis, such that the aggregate value of Compensation for Out-of-Pocket Losses, and payments for Credit

Monitoring services does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds would be distributed to Claimants seeking Cash Compensation. All such determinations shall be performed by the Settlement Administrator.

114. No person shall have any claim against Plaintiffs, Class Counsel, CAM, CAM's Counsel, Teklinks, Teklinks' Counsel, the Settlement Administrator, or the Released Persons or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

115. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and settlement agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

116. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

117. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless

otherwise ordered by the Court, the Parties will have no, and do not agree to, any responsibility for such transmittal.

118. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

119. This Settlement Agreement shall be construed under and governed by the laws of the State of Alabama without regard to its choice of law provisions.

120. If any press release is to be issued by the Parties, including their respective counsel, concerning the Settlement, it will be a joint press release for which the Parties will agree upon the language therein prior to release.

121. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to CAM, Teklinks, or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

122. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members. The

Parties waive the right to appeal or collaterally attack the Final Judgment entered under this Settlement Agreement.

123. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

124. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

125. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

126. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

127. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

128. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel, CAM's Counsel, and Teklinks' Counsel, and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Approved as to form and content by counsel for Plaintiffs and the Settlement Class:

CLASS COUNSEL

By: Ken Grunfeld
Ken Grunfeld (Aug 13, 2026 15:42:14 EDT)
Ken Grunfeld
Kopelowitz Ostrow Ferguson Weiselberg Gilbert
1 West Las Olas Blvd, Suite 500
Fort Lauderdale, FL 3301
Dated: Aug 13, 2026

By: Mariya Weekes
Mariya Weekes (Aug 13, 2026 17:08:37 EDT)
Mariya Weekes
Milberg PLLC
333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

Dated: Aug 13, 2026

By: Leanna Loginov
Leanna A. Loginov
Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132

Dated: Aug 13, 2026

By:
Jon Mann
Pittman, Dutton, Hellums, Bradley & Mann, P.C.
2001 Park Place
Suite 1100
Birmingham, AL 35203

Dated: Aug 13, 2026

Approved as to form and content by counsel for Defendant and Defendant:

Timothy Shea
Wood Smith Henning & Berman LLP
801 Kirkland Avenue
Suite 100
Kirkland, WA 98033

By: _____
CARDIOLOGY ASSOCIATES OF MOBILE, INC.

Its _____

M. Patrick McDowell
Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
The Pinnacle Building, Suite 100
Jackson, MS 39201

By: _____
TEKLINKS, INC.

Its _____

Approved as to form and content by counsel for Defendant and Defendant:

Timothy Shea
Wood Smith Henning & Berman LLP
801 Kirkland Avenue
Suite 100
Kirkland, WA 98033

By: _____
CARDIOLOGY ASSOCIATES OF MOBILE, INC.

Its _____

M. Patrick McDowell
Brunini, Grantham, Grower & Hewes, PLLC
190 East Capitol Street
The Pinnacle Building, Suite 100
Jackson, MS 39201

By: M. Patrick McDowell Digitally signed by: M. Patrick McDowell DN: CN = M. Patrick McDowell email = pmcdowell@brunini.com C = AD O = Brunini Date: 2026.09.14 11:30:44 -06'00'
TEKLINKS, INC.

Its Attorney

Exhibit A

000000000000
0 0 0 0 0 0 0 0 0 0 0 0

Your claim must be submitted online or postmarked by: Month XX, 2026.

CLAIM FORM

In re Cardiology Associates Data Breach Litigation
Master File No.: 02-cv-2025-900139
In the Circuit Court for Mobile County, Alabama

GENERAL INSTRUCTIONS

If you live in the United States and your PII/PHI was identified as at issue in the Data Incident discovered by Cardiology Associates of Mobile, Inc. ("CAM") in October 2024, including if you were sent a notice of the Data Incident, you may submit a claim for Settlement benefits as outlined below using this Claim Form. Please refer to the Long-Form Notice posted on the Settlement Website **www.[website].com** for more information.

To receive Credit Monitoring, Compensation for Out-of-Pocket Losses, and/or a Pro Rata Cash Payment, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at **www.[website].com** or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail, postmarked by the deadline above, to:

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Benefits

You may submit a claim to receive one or both of the following monetary benefits: Compensation for Out-of-Pocket Losses and/or a Pro Rata Cash Payment, as well as Credit Monitoring.

Check the box(es) below to select the appropriate payment option(s):

☐ **Compensation for Out-of-Pocket Losses**: Reimbursement of up to $4,000 for out-of-pocket losses demonstrably incurred, more likely than not, as a result of the Data Incident. Documentation is required. See Section III of this Claim Form for more information.

AND/OR

☐ **Pro Rata Cash Payment**: A *pro rata* (proportional) cash payment. No documentation is required. The payment amount, if any, will be determined after Settlement costs, expenses, awards, Credit Monitoring Services, and valid Compensation for Out-of-Pocket Losses claims have been calculated and will be based on the number of valid Pro Rata Cash Payment claims submitted.

Check the box below if you would also like to receive Credit Monitoring Services:

☐ **Credit Monitoring Services**: Twenty-four (24) months of three-bureau credit and identity theft monitoring with $1,000,000 identity theft insurance and access to fraud resolution agents to help resolve identity thefts. The Settlement Administrator will provide Claimants who select this benefit with enrollment instructions within thirty (30) days after the Settlement becomes effective.

Note: Settlement benefits will be available after the Settlement is finally approved and becomes effective, and may be subject to calculation, reduction, or *pro rata* (proportional) adjustment under the Settlement Agreement based on the Net Settlement Fund and the number and type of valid claims submitted.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name _____ **Last Name** _____

Address 1 _____

Address 2 _____

City _____ **State** ___ ___ **Zip Code** ___ ___ ___ ___ ___

Telephone Number: (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

Email Address: _____

Class Member ID (if known): 00000 ___ ___ ___ ___ ___ ___ ___ ___

II. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website (**www.[website].com**) and timely file your Claim Form online on or before **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

III. COMPENSATION FOR OUT-OF-POCKET LOSSES

Settlement Class Members may submit a claim for reimbursement of up to $4,000 for out-of-pocket losses demonstrably incurred, more likely than not, as a result of the Data Incident by submitting a valid and timely Claim Form with reasonable supporting documentation.

Out-of-pocket expenses eligible for reimbursement are those incurred as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between the date of the Data Incident notice by CAM and the Claims Deadline, **Month XX, 2026**.

Please confirm that you have attached documentation for your claim by checking the box below.

☐ I have attached reasonable supporting documentation showing that the losses and expenses listed below were demonstrably incurred, more likely than not, as a result of the Data Incident.

Cost Type (Fill all that apply)	**Approximate Date of Loss**	**Amount of Loss**	**Description of Supporting Documentation** (Identify what you are attaching and why)
Example: Credit Monitoring Service	2/17/26 (mm/dd/yy)	$50.00	Copy of credit monitoring service bill
	__ __/__ __/__ __ (mm/dd/yy)	$_____.____	
	__ __/__ __/__ __ (mm/dd/yy)	$_____.____	
	__ __/__ __/__ __ (mm/dd/yy)	$_____.____	

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of Alabama and under penalty of perjury that the information supplied in this Claim Form and any documents submitted with this Claim Form are true and correct to the best of my knowledge or recollection.

_____ ____ ____/____ ____/____ ____ ____ ____
Signature Date (mm/dd/yyyy)

_____
Print Name

Reminder: If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the "Contact Us" form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IN THE CIRCUIT COURT FOR MOBILE COUNTY, ALABAMA
In re Cardiology Associates Data Breach Litigation, Master File No.: 02-cv-2025-900139

Were you notified that your Private Information may have been impacted by a Data Incident at Cardiology Associates of Mobile, Inc. on or about October 22, 2024? You may be eligible for benefits from a class action settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Cardiology Associates of Mobile, Inc. ("CAM" or "Defendant"), Released Party Teklinks, Inc., and its affiliates ("Teklinks") in a class action lawsuit about a data security incident on or about October 22, 2024 (the "Data Incident"). During the Data Incident unauthorized third parties accessed CAM's computer systems and data, resulting in the third party's access to personally identifiable information ("PII") and personal health information ("PHI") of current and former medical providers and patients ("Private Information"). Plaintiffs allege negligence, negligence per se, and breach of implied contract, among other claims. The Defendant denies all allegations and any wrongdoing.
- The Settlement includes all individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by CAM in October 2024, including individuals who received notice of the Data Incident.
- Under the proposed Settlement, collectively, CAM and Teklinks will pay $1,250,000 into a Settlement Fund to resolve the Action. The Settlement Fund will provide benefits to Settlement Class Members, including reimbursement of up to $4,000 of out-of-pocket losses, *pro rata* (proportional) cash payments, and credit monitoring services as well as Notice and Administration Costs, taxes, and any Attorneys' Fee Award, Costs, and Expenses and Service Awards approved by the Court. CAM has also agreed to change their security measures to better protect the Settlement Class's Private Information from future disclosure.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	**Month XX, 2026**
OPT OUT OF/EXCLUDE YOURSELF FROM THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	**Month XX, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.	**Month XX, 2026**
DO NOTHING	If you do nothing, you will not get any benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	**No deadline**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit www.[website].com.

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re Cardiology Associates Data Breach Litigation,* Master File No.: 02-cv-2025-900139 pending in the Circuit Court For Mobile County, Alabama. The people who filed this class action are called the "Plaintiffs" and the company they sued, Cardiology Associates of Mobile, Inc. ("CAM"), is called the "Defendant."

2. What is this Action about?

On or about October 22, 2024, an unauthorized individual, or unauthorized individuals, gained access to CAM's computer network and data (the "Data Incident") resulting in the third party's access to personally identifiable information ("PII") and personal health information ("PHI") (collectively, "Private Information") of current and former medical providers and patients. This Private Information consisted names, dates of birth, Social Security Numbers, health insurance policy numbers, and/or protected health and medical information. The Defendant began notifying potentially impacted medical providers about the Data Incident in December 2024 and patients in January 2025. Plaintiffs allege negligence, negligence per se, and breach of implied contract, among other claims. The Defendant denies all of the Plaintiffs' claims and maintains that they did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Class Representatives" or Plaintiffs. Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Class Representatives are Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant, along with Released Party Teklinks, Inc. and its affiliates ("Teklinks"), have agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible for Settlement benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as "Class Counsel," believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

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

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are CAM, Teklinks, and CAM's and Teklinks' parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which CAM, Teklinks, or their parents have a controlling interest, or any of their current or former officers and directors; any judge presiding over the Action and members of their families; persons who properly execute

and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Plaintiffs' counsel and CAM's and Teklinks' counsel; and the legal representatives, successors, and assigns of any such excluded persons.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the proposed Settlement, collectively, CAM and Teklinks will pay $1,250,000 into a Settlement Fund to resolve the Action. The Settlement Fund will provide benefits to Settlement Class Members as well as Notice and Administration Costs, taxes, and any Attorneys' Fee Award, Costs, and Expenses and Service Awards as approved by the Court.

Settlement Class Members may submit a claim to receive either of the following monetary Settlement benefits:

- **Compensation for Out-of-Pocket Losses**: Reimbursement of up to $4,000 for out-of-pocket losses demonstrably incurred, more likely than not, as a result of the Data Incident. Documentation is required.

  AND/OR

- **Pro Rata Cash Payment**: A *pro rata* (proportional) cash payment. No documentation is required. The payment amount will be determined based on the amount of valid claims submitted.

In addition to the monetary Settlement benefits above, Settlement Class Members may also submit a claim for twenty-four (24) months of Credit Monitoring Services.

CAM has also agreed to change their security measures to better protect the Settlement Class's Private Information from future disclosure. The costs of any security measures on the part of CAM were paid or will be paid separately by CAM and will not come out of the Settlement Fund.

Settlement benefits may be subject to *pro rata* (proportional) adjustment based on the number of Approved Claims (see Question 11).

8. Tell me more about the Compensation for Out-of-Pocket Losses.

Settlement Class Members may submit a claim for reimbursement of up to $4,000 for out-of-pocket losses demonstrably incurred, more likely than not, as a result of the Data Incident with supporting documentation.

Out-of-pocket expenses eligible for reimbursement are those incurred as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between December 2024 and the Claims Deadline, **Month XX, 2026.**

9. Tell me more about the Pro Rata Cash Payment.

In addition to Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for a Pro Rata Cash Payment. No documentation is required to claim this benefit. The amount of the cash payment will be determined on a *pro rata* (proportional) basis (see Question 11).

10. Tell me more about the Credit Monitoring Services.

In addition to either Compensation for Out-of-Pocket Losses and a Pro Rata Cash Payment, all Settlement Class Members can submit a claim for twenty-four (24) months of credit and identity theft monitoring. The credit and identity theft monitoring will have the following features: real time monitoring of the credit file at all three (3) major credit bureaus; identity theft insurance of $1,000,000; and access to fraud resolution agents to help resolve identity thefts.

The Settlement Administrator will provide Claimants who select this benefit with enrollment instructions after final approval of the Settlement (see Question 14).

11. How will Settlement benefits be calculated?

Once Notice and Administration Costs, taxes, and any Court-approved Attorneys' Fee Award, Costs, and Expenses and Service Awards have been deducted from the Settlement Fund, the remaining balance (the "Net Settlement Fund") will be used to pay the costs of valid claims for Settlement benefits. Benefits will be calculated in the following order: Credit Monitoring Services, Compensation for Out-of-Pocket Losses, and Pro Rata Cash Payments.

If at any point, the amount of valid claims exceeds the remaining balance of the Net Settlement Fund for the category of benefit being calculated, the payment amount or benefit duration will be reduced *pro rata* (proportionally) and/or not distributed as described in the Settlement Agreement available at www.[website].com. The Pro Rata Cash Payment amount will be determined after all other Settlement costs, expenses, awards, and benefits have been calculated. Settlement Class Members who submit a valid claim selecting this benefit will receive an equal share of the remaining balance (if any) with the aim of exhausting the Net Settlement Fund.

12. What claims am I releasing if I stay in the Settlement?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CAM, Teklinks, or other Released Parties about any of the legal claims this Settlement resolves. The Release section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.[website].com.

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

13. How do I submit a Claim Form to get Settlement benefits?

You must submit a Claim Form by **Month XX, 2026** to receive Settlement benefits. Claim Forms must be submitted, with any necessary supporting documentation, online at **www.[website].com** by **Month XX, 2026** or by mail, postmarked by **Month XX, 2026,** to the Settlement Administrator at:

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

14. When will I get Settlement benefits?

The short answer is – after the Settlement is "finally approved" and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, Class Counsel's request for Attorneys' Fee Award, Costs, and Expenses, and Service Awards.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement benefits will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court appointed Ken Grunfeld of Kopelowitz Ostrow Ferguson Weiselberg Gilbert PA, Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, subject to Court approval.

16. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees up to 33.33% of the Settlement Fund ($416,625) plus reimbursement of reasonable costs and expenses incurred in prosecuting the litigation. If approved, these amounts will be paid from the Settlement Fund before providing benefits to Settlement Class Members who submit valid claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue CAM, Teklinks, and other Released Parties about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must submit a written Opt-Out Request to the Settlement Administrator that includes the following information:

- Your full name, address, and telephone number;
- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement in *In re Cardiology Associates Data Breach Litigation*, Master File No.: 02-cv-2025-900139.";
- Your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action).

Your Opt-Out Request must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026.**

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
ATTN: Opt-Out Requests
P.O. Box XXXXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement benefits, request for attorneys' fees, costs and expenses, and Service Awards, Release provided to the Defendant, or some other aspect of the Settlement. Through an Objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your Objection must include:

- The case name and number, *In re Cardiology Associates Data Breach Litigation*, Master File No.: 02-cv-2025-900139;
- Your full name, current address, and telephone number;
- A statement that you object to the Settlement, in whole or in part;
- A statement of the legal and factual basis for the Objection;
- Copies of any documents that you wish to submit in support of your position; and

- Your original signature.

Objections must be filed with, or mailed to, the Court no later than **Month XX, 2026**.

Circuit Court for Mobile County, Alabama
Street Address
City, AL Zip Code

A copy of your Objection also must be mailed to Class Counsel and Defendant's Counsel at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL	DEFENDANT'S COUNSEL
Ken Grunfeld **Kopelowitz Ostrow Ferguson Weiselberg Gilbert** 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Leanna A. Loginov **Shamis & Gentile, P.A.** 14 NE 1st Ave., Suite 705 Miami, FL 33132 Mariya Weekes **Milberg PLLC** 333 SE 2nd Ave., Suite 2000 Miami, FL 33131 Jonathan Mann **Pittman, Dutton, Hellums, Bradley & Mann, P.C.** 2001 Park Place, Suite 1100 Birmingham, AL 35203	Timothy Shea **Wood Smith Henning & Berman LLP** 801 Kirkland Avenue Suite 100 Kirkland, WA 98033

If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the hearing and include the attorney(s) name, address, phone number, e-mail address, and state bar(s) to which counsel is admitted, as well as associated state bar numbers.

If you do not file a timely Objection and/or notice of intent to appear at the Final Approval Hearing, you will not be able to object to the Settlement.

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

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

21. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 a.m./p.m. XT**, at [Courthouse Name and Address] to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to $416,625, plus reimbursement of reasonable costs and expenses, and the $2,500 Service Awards to each of the Settlement Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check www.[website].com for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may come to the Final Approval Hearing to talk about it, but it is not required. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Release in the Settlement and will not be eligible to receive any Settlement benefits.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[website].com.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, or by mail at:

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Exhibit C

Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION SETTLEMENT

Records indicate your Private Information may have been impacted by a Data Incident on or about October 22, 2024. You may be eligible for benefits from a class action settlement.

www.[website].com

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>
<<Country>>

A Settlement has been reached with Cardiology Associates of Mobile, Inc. ("CAM" or "Defendant"), Released Party Teklinks, Inc., and its affiliates ("Teklinks") in a class action lawsuit called *In re Cardiology Associates Data Breach Litigation*, Master File No.: 02-cv-2025-900139. The Litigation is about a data security incident on or about October 22, 2024 (the "Data Incident"). During the Data Incident unauthorized third parties accessed CAM's computer systems and data, resulting in the third party's access to personally identifiable information ("PII") and personal health information ("PHI") of current and former medical providers and current and former patients ("Private Information"). Plaintiffs allege negligence, negligence per se, and breach of implied contract, among other claims. The Defendant denies all allegations and any wrongdoing.

Am I included? The Defendant's records identify you as a Settlement Class Member. The Settlement Class consists of all individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by CAM in October 2024, including all those individuals who received notice of the Data Incident.

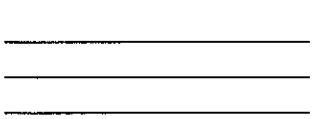
What does the Settlement provide? Under the proposed Settlement, collectively, CAM and Teklinks will pay $1,250,000 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide benefits to Settlement Class Members, including reimbursement of up to $4,000 of out-of-pocket losses, *pro rata* (proportional) cash payments, and credit monitoring services as well as Notice and Administration Costs, taxes, and any Attorneys' Fee Award, Costs, and Expenses and Service Awards approved by the Court. CAM has also agreed to change their security measures to better protect the Settlement Class's Private Information from future disclosure.

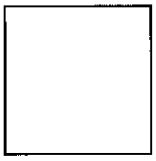
How do I get Settlement benefits? You must file a Claim Form online at www.[website].com or by mail to the address on the Claim Form postmarked by **Month XX, 2026**. The Claim Form is available on the Settlement Website or by calling (XXX) XXX-XXXX.

What are my other options? If you do nothing, you will not receive any Settlement benefits, you will remain a member of the Settlement Class, and you will give up your rights to sue the Defendant and other Released Parties for the claims resolved by this Settlement. If you do not want any Settlement benefits, but you want to keep your right to sue the Defendant and other Released Parties for the claims resolved by this Settlement you must exclude yourself from the Settlement Class (called "opting out"). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Date is **Month XX, 2026**.

The Court's Final Approval Hearing. The Court will hold a hearing on **Month XX, 2026** to decide whether to approve the Settlement, up to $416,625 in attorneys' fees, plus reimbursement of reasonable costs and expenses, and a $2,500 service award to each of the Class Representatives for the efforts on behalf of the Settlement Class. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit www.[website].com for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.





Settlement Administrator - XXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

POSTCARD CLAIM FORM

Claim Forms must be postmarked or submitted online no later than **Month XX, 2026**. To receive payment electronically or to file a claim for **Compensation for Out-of-Pocket Losses**, you MUST submit a Claim Form online or use the full Claim Form available on the Settlement Website and provide supporting documentation for your claim.

Class Member ID: <<refnum>>
<<firstname>> <<mi>> <<lastname>>
<<address1>> <<address2>> <<City>>,
<<State>> <<Zip>>

If different from the preprinted data on the left, please print your correct address information.

Address

City State Zip Code

Check the box next to the benefit(s) you are claiming:

You may claim one or both of the following benefits by tearing off this Claim Form and mailing it to the Settlement Administrator.

☐ **Credit Monitoring Services**: I want to receive twenty-four (24) months of three-bureau Credit Monitoring Services with $1,000,000 in identity theft protection insurance and access to fraud resolution agents to help resolve identity thefts. The Settlement Administrator will provide Claimants who select this benefit with enrollment instructions after final approval of the Settlement.

☐ **Pro Rata Cash Payment**: I want to receive a *pro rata* (proportional) cash payment.*

*Payment amount to be determined after all costs, fees, and awards have been deducted and all valid claims submitted.

By signing below, I swear and affirm under the laws of the State of Alabama and under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge or recollection:

Signature:	**Date (MM/DD/YYYY):**

Exhibit D

IN THE CIRCUIT COURT FOR MOBILE COUNTY, ALABAMA

IN RE CARDIOLOGY ASSOCIATES DATA BREACH LITIGATION	Master File No.: 02-cv-2025-900139

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

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

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

WHEREAS, the Court has reviewed and considered the Settlement Agreement, Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (Doc. No. ___), all exhibits and supporting memoranda, and the representations of counsel;

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

Excluded from the Classes are CAM, Teklinks, and CAM's and Teklinks' parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which CAM, Teklinks, or their parents have a controlling interest, or any of their current or former officers and directors; any judge presiding over the Action and members of their families; persons who properly execute and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released;

Plaintiffs' counsel and CAM's and Teklinks' counsel; and the legal representatives, successors, and assigns of any such excluded persons.

5. The Court preliminarily finds that, for purposes of settlement only: (a) the number of members of the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class and have retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

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

7. **Settlement Administrator.** The Parties have selected Kroll Settlement Administration LLC ("Kroll") to serve as the Settlement Administrator. The Court hereby approves and appoints Kroll Settlement Administration LLC and directs it to commence the Notice Program, initiate the Claims Process, and otherwise comply with all obligations of the Settlement

Administrator as outlined in the Agreement. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

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

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

10. The Settlement Administrator shall create and publish the Settlement Website no later than twenty-one (21) days following entry of this Preliminary Approval Order and shall maintain it at least from the Notice Date until ninety (90) days after the Claims Deadline. The Settlement Administrator shall mail the Postcard Notice by First Class U.S. Mail (and email if the email address is known) within thirty (30) days following entry of this Preliminary Approval Order (the "Notice Date").

11. **Claims Process.** The Court preliminarily approves the claims process and Claim Form as described in the Settlement Agreement. Settlement Class Members who wish to submit a claim shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. The Claims Deadline shall be exactly ninety (90) days from the Notice Date. The

Settlement Administrator shall provide Settlement Class Members an opportunity to cure incomplete or inadequately supported Claim Forms within twenty-one (21) days from written deficiency notice.

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

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

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

15. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 20___, at ___:___ ___.m., at the Mobile County Circuit Court, 205 Government Street, Mobile, AL 36644 or by videoconference, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for Service Awards should be approved. The Final Approval Hearing shall be scheduled no earlier than one hundred ten (110) days after entry of this Preliminary Approval Order.

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

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

18. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning any Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

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

Event	Deadline
Deadline to provide Class List to Settlement Administrator	7 days after Preliminary Approval Order
Deadline to Publish Settlement Website	21 days after Preliminary Approval Order
Deadline to Commence Notice Program	30 days after Preliminary Approval Order
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	At least 14 days before Objection Deadline
Opt-Out Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Final Approval Hearing	No earlier than 110 days after Preliminary Approval Order

DONE AND ORDERED this _____ day of _____, 20___.

_____

Circuit Court Judge

Exhibit E

IN THE CIRCUIT COURT FOR MOBILE COUNTY, ALABAMA

IN RE CARDIOLOGY ASSOCIATES DATA BREACH LITIGATION	Master File No.: 02-cv-2025-900139

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

WHEREAS, on _____, 2026, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards (Doc. No. ___);

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order (Doc. No. ___), which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson as Class Representatives; (4) appointed Ken Grunfeld of Kopelowitz Ostrow Ferguson Weiselberg Gilbert. PA, Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; (7) appointed Kroll Settlement Administration LLC as Settlement Administrator; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct mailed Postcard Notice and email notice (where email addresses were known), and by publication of the Settlement Website and toll-free telephone number;

WHEREAS, on _____, 20___, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. This Final Approval Order incorporates the definitions in the Settlement Agreement and Release, and all capitalized terms used in this Final Approval Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

2. **Adequacy of Notice.** The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, AL Code § 6-5-641, Ala. R. Civ. P. 23, and all other applicable law and rules. The Claims process is fair, and the Claim Form is easily understandable.

3. **Fairness of Settlement.** The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including, but not limited to: (a) the likelihood of success at trial; (b) the range of possible recovery; (c) the point on or below

the range of possible recovery at which a settlement is fair, adequate, and reasonable; (d) the complexity, expense, and duration of the litigation; (e) the substance and amount of opposition to the settlement; (f) the stage of the proceedings at which the settlement was achieved; and (g) the opinions of competent counsel. The Court further finds that the Settlement was reached through arm's length negotiations facilitated by experienced mediator Lee Copeland of Copeland Franco Screws & Gill PA, without collusion.

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

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate. Valid Claimants shall receive reimbursement of documented out-of-pocket losses up to $4,000.00 per Claimant and a pro rata cash payment from the remaining Net Settlement Fund, and all Settlement Class Members shall be eligible for twenty-four (24) months of three-bureau credit and identity theft monitoring with $1,000,000 identity theft insurance and access to fraud resolution agents.

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

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

8. All Parties to this Action, including all Settlement Class Members who have not timely and validly excluded themselves, are bound by the Settlement as set forth in the Agreement and this Order.

9. **Appointment of Class Representatives Affirmed.** The Court affirms its appointment of Marilyn Sullivan, Demetrius Fails, James Hurd, Latisha Smith, Charlotte Armstrong, Vera Timmons, Rhonda Linder, Robert Bowers, and Eddie Johnson as Class Representatives.

10. **Appointment of Class Counsel Affirmed.** The Court affirms its appointment of Ken Grunfeld of Kopelowitz Ostrow Ferguson Weiselberg Gilbert. PA, Mariya Weekes of Milberg PLLC, Leanna A. Loginov of Shamis & Gentile, P.A., and Jon Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C. as Class Counsel.

11. **Appointment of Settlement Administrator Affirmed.** The Court affirms its appointment of Kroll Settlement Administration LLC as Settlement Administrator.

12. **Final Class Certification.** The Court affirms its findings that the Settlement Class meets the relevant requirements of AL Code § 6-5-641 and Ala. R. Civ. P. 23 for class certification for purposes of the Settlement in that: (a) the number of members of the Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives are adequate representatives for the Settlement Class and have retained experienced and adequate Class

Counsel; (e) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the number of claims filed, any objections to the Settlement, and the number of opt-outs, which indicate a positive reaction from the Settlement Class.

13. The Court finally certifies the following Settlement Class:

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

Excluded from the Class are CAM, Teklinks, and CAM's and Teklinks' parents, subsidiaries, divisions, or affiliates, or their respective successors or predecessors, or any entity in which CAM, Teklinks, or their parents have a controlling interest, or any of their current or former officers and directors; any judge presiding over the Action and members of their families; persons who properly execute and file a timely request for exclusion from the Settlement Class; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Plaintiffs' counsel and CAM's and Teklinks' counsel; and the legal representatives, successors, and assigns of any such excluded persons.

14. **Exclusions.** _____, _____, and _____ submitted timely and valid requests for exclusion from the Settlement Class. These individuals, if any, will not be bound by the Agreement or the Releases contained therein and shall not receive any benefits under the Settlement.

15. **Objections.** The Court has considered any and all objections to the Settlement. [NUMBER] objection(s) were filed. OR STATE: "No objections were filed by Settlement Class Members."] The Court finds that the Settlement remains fair, reasonable, and adequate.

16. **Dismissal.** Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, as against Defendant Cardiology Associates of Mobile, Inc., and all other Released Parties as defined in the Settlement Agreement. All claims that were or could have been asserted in this litigation arising out of or related to the Data Incident are dismissed with prejudice.

17. **Releases.** As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties (as defined in the Agreement) hereby release and forever discharge the Released Parties from any and all Released Claims as defined in the Agreement. The Released Claims include any and all claims, demands, rights, causes of action, or suits of any kind, whether known or unknown, that arise out of, are connected to, or relate in any way to the Data Incident, including Unknown Claims as defined in the Agreement. Each Settlement Class Member shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law or principle that limits the release of unknown claims.

18. **Attorneys' Fees, Costs, and Expenses.** Class Counsel is awarded $_____ in attorneys' fees and $_____ in costs and expenses, for a total award of $_____. The Court finds that the requested attorneys' fees do not exceed one-third (33.33%) of the Settlement Fund and are fair and reasonable under the circumstances. The awarded attorneys' fees, costs, and expenses shall be paid from the Settlement Fund in accordance with the Agreement no later than fourteen (14) days after the Effective Date.

19. **Service Awards.** Each Class Representative shall be awarded a Service Award in the amount of $_____. The Court finds the Service Awards are fair and reasonable in light of the services performed by the Class Representatives for the benefit of the Settlement Class. The Service Awards shall be paid from the Settlement Fund in accordance with the Agreement no later than fourteen (14) days after the Effective Date.

20. **Residual Funds.** Any monies remaining in the Net Settlement Fund more than one hundred twenty (120) days after distribution of Claim Payments to Claimants shall be distributed to the Alabama Civil Justice Foundation as the cy pres recipient, subject to Court approval.

21. **Retention of Jurisdiction.** The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

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

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter this Final Approval Order as the final judgment in this matter.

DONE AND ORDERED this _____ day of _____, 20___.

_____

Circuit Court Judge