

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

SARA ANDREA WEYERMAN, AS
PERSONAL REPRESENTATIVE FOR
THE ESTATE OF SANDRA
WEYERMAN and STEFANIE
BLACKWELL, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

HIGHLAND HEALTH SYSTEMS,
MICKEY TURNER, and ALLEN
STOKES,

Defendants.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into by and among the following Settling Parties:¹ (i) Plaintiffs Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell, individually and on behalf of all other similarly situated individuals, by and through their counsel of record Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Hirlye R. “Ryan” Lutz, III of Cory Watson, P.C., Kenneth Jay Grunfeld of Kopelowitz Ostrow P.A., and William B. Federman of Federman & Sherwood, on the one hand; and (ii) Defendants Highland Health Systems (“Highland”), Mickey Turner, and Allen Stokes by and through their counsel of record, Charles W. Prueter of Fortif Law Partners, LLC, on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Claims, upon and subject to the terms and conditions below.

¹ Definitions of capitalized terms otherwise not defined in the Recitals are set forth in Section II of this Agreement.

I. RECITALS

WHEREAS, in early July 2023, Highland detected that unauthorized third parties accessed, viewed, and stole affected individuals' private and sensitive information from its computer networks, systems and/or servers ("Data Breach" or "Breach").

WHEREAS, Highland determined personally identifiable information ("PII") and/or protected health information ("PHI") were impacted during the Data Breach. The PII/PHI data elements included a combination of one or more of the following: Full Names, Addresses, Telephone Numbers, Email Addresses, Date of Birth, Social Security Number, Account Number, Payment Card Number, Payment Card PIN, Email Address and Password, Medical Information and Health Insurance Information; Tax ID; Routing Number; and Driver's License or State ID ("Private Information").

WHEREAS, on or about June 13, 2024, Highland caused notices to be sent to affected individuals about the Data Breach.

WHEREAS, Representative Plaintiffs are persons who were notified by Highland that their Private Information was impacted by the Data Breach along with Settlement Class Members.

WHEREAS, on June 27, 2024, Plaintiff Sandra Weyereman filed suit in the Circuit Court of Calhoun County, Alabama, case number CV-2024-900370, naming only Highland as a Defendant.

WHEREAS, on July 30, 2024, Plaintiff Stefanie Blackwell filed suit in the Circuit Court of Calhoun County, Alabama, case number CV-2024-900429, naming only Highland as a Defendant.

WHEREAS, on September 3, 2024, Plaintiff Blackwell voluntary dismissed her case

without prejudice. The Court signed the Order granting this dismissal without prejudice on September 18, 2024.

WHEREAS, on October 1, 2024, Plaintiff Sandra Weyereman filed an Amended Class Action Complaint in the Circuit Court of Calhoun County, Alabama, adding Stefanie Blackwell as a Plaintiff and also naming Mickey Turner and Allen Stokes as additional Defendants in the above-styled action (“Litigation”).

WHEREAS, on October 30, 2024, the Defendants filed a Motion to Dismiss the Amended Class Action Complaint. The Plaintiffs filed their Opposition to Defendants’ Motion to Dismiss on December 2, 2024, and, on December 4, 2024, the Court held oral argument on the motion.

WHEREAS, on January 2, 2025, the Court denied Defendants Motion to Dismiss in its entirety. The Defendants filed a Petition for Writ of Mandamus on February 11, 2025, regarding the Court’s denial of their statutory immunity defenses as set forth in Defendant’s Motion to Dismiss the Amended Class Action Complaint.

WHEREAS, on March 22, 2025, the Parties participated in an all-day mediation with Lee Copeland, Esq. of Copeland, Franco, Screws, & Gill, P.A. The mediation was unsuccessful.

WHEREAS, on August 22, 2025, the Alabama Supreme Court denied Defendants’ Petition for Writ of Mandamus.

WHEREAS, following dismissal of the Petition for Writ of Mandamus, the Parties engaged in additional arm’s length settlement negotiations, and were ultimately able to reach agreement on the terms of this Settlement.

WHEREAS, the Amended Class Action Complaint asserts the following claims: (i) negligence; (ii) negligence *per se*; (iii) wantonness; (iv) breach of express and/or implied contract; (v) breach of fiduciary duty; (vi) breach of confidence.; and (vii) unjust enrichment.

WHEREAS, Defendants deny each and all of the claims and contentions alleged against it in the Litigation, deny any and all liability or wrongdoing of any kind, and deny all charges of wrongdoing or liability as alleged, or which could be alleged.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions solely as a compromise on the terms set forth herein to avoid the associated burdens, risks, and extensive costs.

WHEREAS, this Agreement, the negotiations leading to it, any consideration paid or to be paid hereunder shall in no event be construed or deemed to be evidence of or an admission concession on the part of the Defendants with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Defendants have asserted or would assert, and Defendants expressly reserve and do not waive any and all rights, defenses, privileges, and immunities, including without limitations the immunity provided by Ala. Code § 22-51-15.

WHEREAS, no action taken by any Defendant in connection with this Agreement, including without limitations negotiating, entering into, and performing under this Agreement, shall be argued or deemed to constitute a waiver, forfeiture, or impairment of any defense or immunity in any other proceeding.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation

arising out of or relating to the Data Breach pursuant to the terms and provisions of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendants relating to the Data Breach, by and on behalf of the Representative Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against the Defendants relating to the Data Breach.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Defendants that, subject to the Court's approval, when Judgment becomes Final, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

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

1. "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.
2. "Claims Deadline" means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is issued to Settlement Class

Members.

3. “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit A** attached hereto, will be sent in paper format via direct mail and include pre-paid return of mailing.

4. “Claims Period” means the ninety (90) day period of time after Notice is issued during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

5. “Class Counsel” means Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Hirlye R. “Ryan” Lutz, III of Cory Watson, P.C., Kenneth Jay Grunfeld of Kopelowitz Ostrow P.A., and William B. Federman of Federman & Sherwood.

6. “Costs of Settlement Administration” means all actual costs associated with or arising from Settlement Administration.

7. “Court” means the Circuit Court of Calhoun County, State of Alabama.

8. “Data Breach” means the potential unauthorized access of certain information on Defendants’ computer systems discovered in early July 2023 and that gave rise to the Litigation.

9. “Defendants” means Highland Health Systems, Mickey Turner, and Allen Stokes collectively.

10. “Defendants’ Counsel” means Charles W. Prueter and Manning T. Russell of Fortif Law Partners, LLC.

11. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 81.

12. “Email Notice” means the content of the email notice to the proposed Settlement

Class Members, summarizing the Settlement that highlights key information about the Lawsuit, the Settlement Agreement, and Settlement Class Members' options. The Email Notice will inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, expenses, and costs, and the date of the Final Fairness Hearing. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Email Notice sent to Settlement Class Members. The Email Notice shall also include a link to the Claim Form on the Settlement Website. The Settling Parties' proposed Email Notice is attached as **Exhibit B** to this Settlement Agreement.

13. "Email Reminder Notice" means the content of the email notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit E** attached hereto. To the extent an email exists for a Class Settlement Member, the Email Reminder Notice will inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, expenses, and costs, and the date of the Final Fairness Hearing.

14. "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the

Judgment.

15. “Final Approval Order” means the Court order finally approving the Settlement Agreement, Notice, Attorneys’ Fees, Expenses, and Costs, and Service Awards and certifying the Settlement Class for settlement purposes. The Settling Parties’ proposed form of Final Approval Order is attached hereto as **Exhibit H**.

16. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Alabama Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

17. “Highland” means Highland Health Systems.

18. “Judgment” means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendants’ Counsel will work together on a proposed Judgment, which the Defendants must approve before filing.

19. “Lawsuit” or “Litigation” means the operative complaint pending before the Court between Representative Plaintiffs and Defendants captioned *Weyerman, et al. v. Highland Health Systems, et al.*, Case No. 11-CV-2024-900370-JGW.

20. “Long Form Notice” means a multiple-page detailed summary of the Settlement that explains the Lawsuit, the Settlement Agreement, and Settlement Class Members’ options. The Settling Parties’ proposed Long Form Notice is attached as **Exhibit D** to this Settlement Agreement.

21. “Notice” means written notice to be sent to the Settlement Class Members or published on the Settlement Website pursuant to the Preliminary Approval Order, including Short

Form Notice, Email Notice, Long Form Notice, and Publication Notice. Notice shall inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, expenses, and costs, and the date of the Final Fairness Hearing.

22. "Notice Deadline" means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Settlement Administrator shall commence the initial mailing of the Notice and is the date by which the Settlement Administrator shall commence Publication Notice.

23. "Objection Date" means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

24. "Opt-Out Date" means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

26. "Plaintiffs" or "Class Representatives" or "Representative Plaintiffs" mean Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell.

27. "Publication Notice" means the Settlement notice(s) that the Settlement

Administrator shall digitally publish on the internet, and/or other medium recommended by the Settlement Administrator and agreed to by the Parties, substantially in the form attached as **Exhibit E**, notifying Settlement Class Members about the Settlement.

28. “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit G**.

29. “Private Information” has the definition set forth in the Recitals.

30. “Released Claims” shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, expenses, costs, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all Indiana consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other

form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) based on, relating to, concerning or arising out of the Data Breach or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. For the avoidance of doubt, and without any admission or implication as to the existence, validity, accrual, or viability of any such claims, Released Claims shall not include claims sounding in medical malpractice that any Plaintiff or Settlement Class Member may have against Highland. All rights, defenses, privileges, and immunities, including defenses applicable to claims asserted against directors, officers, employees, or agents of Highland in their individual or official capacities, are expressly preserved and not waived by this Agreement or any related action. The Released Claims against Turner and Stokes include claims asserted against either of them in any capacity, whether individual or official.

31. “Released Parties” means Highland Health Systems, Mickey Turner, and Allen Stokes in the Litigation, and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, officers, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, successors, and assigns, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives,

predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

32. “Request for Exclusion” or “Opt-Out” means the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided in this Agreement.

33. “Settlement Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

34. “Settlement Administrator” means Simpluris, a notice and settlement administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

35. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

36. “Settlement Class” means all persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland on or about July 3, 2023. The Settlement Class specifically excludes: (i) Defendants, any entity in which Defendants has a controlling interest, and Defendant Highland’s officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

37. “Settlement Class List” means the list generated by Defendants containing the full names, current or last known addresses, email addresses, and current or last known phone numbers,

but only to the extent such information is reflected in the Excel spreadsheet containing notification data provided to Defendants by data breach counsel, for all persons who fall under the definition of the Settlement Class, which Defendants shall provide to the Settlement Administrator within ten (10) days of entry of the Preliminary Approval Order. Settlement Class Members who cannot be identified by name or whose physical mailing addresses or email addresses are not available will be notified by Publication Notice, as specified in Paragraph 27.

38. “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class. There are approximately 83,543 Settlement Class Members.

39. “Settlement Fund” shall mean a non-reversionary common fund in the amount of \$650,000.00.

40. “Settling Parties” means, collectively, Defendants and Plaintiffs, individually and on behalf of the Settlement Class.

41. “Short Form Notice” means the brief, one-page summary of the Settlement that highlights key information about the Lawsuit, the Settlement Agreement, and Settlement Class Members’ options. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Short Form Notice sent to Settlement Class Members. The Short Form Notice shall also include a copy of the Claim Form and pre-paid return of mailing. The Settling Parties’ proposed Short Form Notice is attached as **Exhibit C** to this Settlement Agreement.

42. “Settlement Website” means a website dedicated to the Settlement established and maintained by the Settlement Administrator. The Settlement Website shall provide the Settlement Class Members with information about the Settlement and will include the Court-approved Long Form Notice, Claim Form, the Settlement Agreement and copies of any Orders entered by the

Court related to this Settlement Agreement. Class Counsel and Defendants' Counsel shall agree on all information and documents to be posted on the Settlement Website. Settlement Class Members will be able to submit their Claim Forms through the Settlement Website.

43. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*; 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.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have,

upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

44. “United States” as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

45. “Valid Claims” means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS

46. Defendants are responsible for making payment of the total sum of \$650,000.00 which shall constitute the entire Settlement Fund. Defendants shall not be required to pay any more money under this Settlement. For the avoidance of doubt, all amounts to be paid by Defendants in connection with this Settlement shall be included in the Settlement Fund, including the costs of medical identity protection. An initial up-front amount, to be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice and administration costs, within thirty (30) days after the Court enters a Preliminary Approval Order. Defendants shall have the balance of the Settlement Fund deposited within seven (7) days of the Effective Date.

47. The Settlement Fund shall be used to pay, in the following order: (1) Cost of Settlement Administration; (2) Settlement Class Members’ Valid Claims for Documented Losses; (3) all medical identity protection codes; (4) any attorneys’ fees and litigation expenses awarded to Class Counsel; (5) any Service Awards awarded to Class Representatives; and (6) Settlement

Class Members' Valid Claims for Pro-Rata Cash Payments.

48. The Settlement Fund shall be deposited in an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) 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 Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

49. Settlement Class Member Benefits. When submitting a Claim Form, Settlement Class Members may elect to receive up to \$5,000.00 for Documented Losses or a Pro Rata Cash Payment. Additionally, Settlement Class Members will also receive two years of medical and credit monitoring, which includes three-bureau credit monitoring with \$1,000,000 in identity theft insurance. If a Settlement Class Member does not submit a Valid Claim for either Documented Losses, a Pro Rata Cash Payment, and/or Medical Identity Protection, and does not request to be excluded, the Settlement Class Member will release his or her claims against Defendants without receiving a Settlement Class Member Benefit.

50. Pro Rata Cash Payment. A Settlement Class Member may claim a *pro rata* cash payment in the estimated amount of \$85.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of the cost of Notice, Cost of Settlement Administration, Documented Losses, Medical Identity Protection, Attorneys' Fees, Expenses, and Costs, and Service Awards by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of Valid Claims filed.

51. Medical Identity Protection. All Settlement Class Members may submit a claim to receive two years of medical and credit monitoring, which shall include three-bureau credit

monitoring with \$1,000,000 in identity theft insurance. The administration of the medical and credit monitoring will be completed by the Settlement Administrator.

52. Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, Defendants have adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard PII and PHI in its systems. Defendants will detail these business practice changes to Class Counsel in a confidential affidavit or declaration to be comprised exclusively of certain information submitted to the U.S. Department of Health and Human Services – Office of Civil Rights in response to that office’s data requests in connection with Highland’s reporting of the Data Breach, and this document can be shown to the Court *in camera* if needed. Class Counsel will hold this affidavit or declaration as “Attorneys’ Eyes Only” and will not disclose the information contained therein to any other person beyond Class Counsel. This affidavit or declaration shall be inadmissible and non-discoverable in any other proceeding, and no person shall seek specific performance or injunctive relief with respect to any such information. This affidavit will additionally detail the removal of certain “stale” information (i.e., certain data beyond required retention periods, to be defined by mutual agreement) and the costs of the security enhancements and business practice changes. Notwithstanding the foregoing, the Settling Parties agree that the business practices changes referenced herein are not, and shall not be construed as, injunctive relief or equitable relief awarded to Settlement Class Members. The Parties further agree that no Settlement Class Member (or other Person) shall have standing or any right to enforce, seek to enforce, or seek contempt or specific performance with respect to the business practices changes, and no such Person shall be deemed a third-party beneficiary of any obligation regarding the business practices changes.

53. Duties of Settlement Administrator. The Settlement Administrator shall perform

the functions and duties necessary to effectuate the Settlement, and as specified in this Agreement, including, but not limited to, the following:

- a) Administering and overseeing the Settlement Funds provided by the Defendants to pay Valid Claims;
- b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d) Providing Short Form Notice to Settlement Class Members via U.S. mail, where physical mailing addresses are available;
- e) Providing Email Notice to Settlement Class Members, where emails are available;
- f) Providing Email Reminder Notice to Settlement Class Members, where emails are available;
- g) Providing Publication Notice to Settlement Class Members, where physical mailing addresses or emails are not available;
- h) Establishing and maintaining a dedicated Settlement Website through the Claim Period;
- i) Establishing and maintaining a toll-free help line made available to provide Settlement Class Members with additional information about the settlement;
- j) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendants' Counsel a list of Valid Claims, both periodically during the Claims Period and after the Claims

Deadline;

k) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Defendants' Counsel a copy thereof immediately upon receipt. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Dates, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendants' Counsel;

l) Working with the provider(s) of credit and medical monitoring services to ensure that Settlement Class Members who submit Valid Claims receive two years of medical and credit monitoring, which shall include triple bureau credit monitoring with \$1,000,000 in identity theft insurance;

m) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

n) Providing periodic reports to Class Counsel and Defendants' Counsel that include information regarding the number of settlement checks mailed and delivered or checks sent via electronic means, settlement checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

o) In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

p) Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or Defendants' Counsel, including, but not limited to,

verifying that Settlement Payments have been distributed.

54. Limitation of Liability. The Settling Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement Fund; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any taxes and tax-related expenses. The Settlement Administrator shall be an independent contractor appointed by the Court and shall not be deemed to be an agent, fiduciary, or representative of any Settling Party.

55. Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member, and (ii) the claimant has provided all information needed to complete the Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim. The Settlement Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Settlement Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

56. Upon receipt of an incomplete or unsigned Claim Form, the Settlement Administrator shall request additional information ("Claim Supplementation") and give the

claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

57. Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after reviewing the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

58. If any dispute is submitted to the claims referee, the claims referee may approve the Settlement Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable.

Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

IV. SETTLEMENT CLASS CERTIFICATION

58. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If (1) the Court does not issue the Preliminary Approval Order or the Judgment, (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, then this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is subject to the terms of this Agreement and also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

59. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendants' Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the Settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit G**, or an order substantially similar to such form in both terms and cost,

requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Hirlye R. “Ryan” Lutz, III of Cory Watson, P.C., Kenneth Jay Grunfeld of Kopelowitz Ostrow P.A., and William B. Federman of Federman & Sherwood as Class Counsel;
- d) appointment of Plaintiffs Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell as Class Representatives;
- e) approval of the Email Notice to be emailed to Settlement Class Members whose emails are known in a form substantially similar to **Exhibit B**, attached hereto.
- f) approval of the Short Form Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit C**, attached hereto.
- g) approval of the Long Form Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit D**, attached hereto.
- h) approval of the Email Reminder Notice to be emailed to Settlement Class Members whose emails are known in a form substantially similar to **Exhibit E**, attached hereto.
- i) approval of the Publication Notice in a form substantially similar to **Exhibit F**, attached hereto.
- j) approval of the Claim Form that will be included in the Notices and is substantially similar to **Exhibit A**, attached hereto; and
- k) appointment of Simpluris as the Settlement Administrator.

The Short Form Notice, Email Reminder Notice, Long Form Notice, Publication Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

VI. NOTICE

60. Notice shall be provided to Settlement Class Members by the Settlement Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Rule 23 of the Alabama Rules for Civil Procedure and constitutional due process requirements.

a) Within ten (10) days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator.

b) The Settlement Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail by the Notice Deadline by mailing the Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Settlement Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where Notices are returned with a forwarding address prior to the Claims Deadline, the Settlement Administrator shall forward the Notice to the forwarding address. Where Notices are returned with no forwarding address prior to the Claims Deadline, the Settlement Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the Notice. Where Email Notices by email “bounce,” an Email Notice shall be sent by U.S. mail to those Settlement Class Members.

c) The Settlement Administrator shall provide Publication Notice to Settlement Class Members whose physical mailing addresses or email addresses are not available within 30 days of Preliminary Approval on the internet and/or other medium

suggested by the Settlement Administrator and agreed to by the Parties. The Publication Notice will direct prospective Settlement Class Members to the Settlement Website for more information or to file a Claim.

d) The Settlement Administrator will also provide copies of the forms of Short Form Notice, Email Notice, Long Form Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

e) The Settlement Administrator shall send an email reminder notice to the Settlement Class Members who have not yet made a claim thirty (30) days prior to the Claims Deadline.

f) Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Form Notice, Email Notice, Long Form Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such Notice, together with the Costs of Settlement Administration.

61. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

VII. OPT-OUT PROCEDURES

62. Each Person wishing to opt-out of the Settlement Class shall individually sign and

timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date. Nothing in the opt-out, objection, or exclusion process shall be construed as a waiver, forfeiture, or impairment of any right, defense, privilege, or immunity of the Defendants or any Released Party in any future proceeding, whether or not related to the Released Claims or Data Breach.

63. All Persons who submit valid and timely Requests for Exclusion, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

64. In the event that within ten (10) days after the Opt-Out Date, there have been Requests for Exclusion totaling more than one hundred (100) individuals or 0.15% of the notices mailed to the Settlement Class (whichever is greater), Defendants shall have the right to terminate, in their sole discretion, the Settlement Agreement in its entirety. Defendants also may terminate this Agreement if the Court (a) denies or materially modifies settlement-only class certification; (b) materially narrows the Released Claims or Released Parties; (c) imposes injunctive relief or continuing judicial oversight of Defendants' business practices as set forth in; or (d) requires public filing or third-party enforcement of, Defendants' confidential business-practice affidavit or declaration.

65. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement

Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

VIII. OBJECTION PROCEDURES

66. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Settlement Administrator by the Objection Date.

67. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 66 shall waive and forfeit any and all rights he or she may have to appear

separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 66.

IX. RELEASES

68. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Representative Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

69. Upon the Effective Date, Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendants may have against such Persons including, without limitation, any

claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

70. Notwithstanding any term herein, neither Defendants nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs and the Settlement Class Members.

X. ATTORNEYS' FEES, EXPENSES, AND COSTS, AND SERVICE AWARDS

71. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Defendants' would not object to a request for reasonable attorneys' fees, expenses, and costs, and a service award to each Plaintiff as may be ordered by the Court.

72. Class Counsel may petition the court for attorneys' fees not to exceed one-third (1/3) of the Settlement Fund and expenses not to exceed \$30,000.00. The motion for attorneys' fees, expenses, and service awards shall be filed no later than fourteen (14) days prior to the Objection and Opt-Out Dates.

73. Subject to Court approval, Defendants have agreed not to object to a request for a service award in the amount of \$3,500.00 to each of the Representative Plaintiffs.

74. If awarded by the Court, the Settlement Administrator shall pay the attorneys' fees, costs, expenses, and service awards to the Settlement Administrator within ten (10) days after the Effective Date.

75. Any award of attorneys' fees, expenses, and costs, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of

the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XI. ADMINISTRATION OF CLAIMS

76. The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Settlement Administrator's and claims referee's (if applicable) determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by Defendants shall be deemed a Valid Claim.

77. Payment for Valid Claims shall be issued, via check or electronically, within thirty (30) days of the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

78. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

79. No Person shall have any claim against the Settlement Administrator, claims referee, Defendants, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' counsel, and/or Defendants' Counsel based on distributions of benefits to Settlement Class Members or any alleged

failure by Defendants to implement business practice changes or security enhancements.

80. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, claims referee, Class Counsel, and Defendants' Counsel.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

81. The Effective Date of the Settlement shall be ten (10) days after the date on which each of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Short Form Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) Defendants have not exercised their option to terminate the Settlement Agreement;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit H**); and
- f) the Judgment has become Final.

82. If all conditions specified in Paragraph 81 (a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement Agreement.

83. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendants' Counsel a complete list of all timely and valid

Requests for Exclusion (“Opt-Out List”).

84. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party’s counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XIII. MISCELLANEOUS

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

86. The Settling Parties intend this Settlement to be a final and complete resolution of

all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the Settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

87. Defendants specifically deny any wrongdoing, liability, or legal violation in connection with the subject matter of this Agreement or any of the Released Claims. In addition to Alabama Rule of Evidence 408 and the functional equivalents in any other federal or state rules of evidence, except as may be strictly necessary to interpret or enforce the terms of this Agreement in this Litigation, the Parties covenant and agree that neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be, or may be offered, cited, or used as, an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; (ii) is or may be deemed to be, or may be offered, cited, or used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or (iii) is or may be deemed to be, or may be offered, cited, or used for any purpose whatsoever against any of the Released Parties in any other proceeding, including to argue waiver, estoppel, or impairment of any defense or immunity.

88. Defendants, on behalf of themselves and all Released Parties, expressly reserve and do not waive any and all statutory, constitutional, and common-law rights, defenses, privileges, and immunities available under and federal and Alabama law, including without limitations the immunity provided by Ala. Code § 22-51-15, sovereign immunity, state-agent immunity, and qualified immunity. These rights, defenses, privileges, and immunities are preserved as against any party to this action, any Settlement Class Member, any Person requesting exclusion, and any Plaintiff in any capacity, and any other Person, whether asserted in this or any subsequent proceeding. No action taken by any of the Defendants in connection with this Agreement, including without limitations negotiating, entering into, and performing under this Agreement shall be argued or deemed to constitute a waiver, forfeiture, or impairment of any such defense or immunity in any other proceeding brought by any Plaintiff, Class Representative, Representative Plaintiff, Settlement Class Member, Class Counsel, or any other Person.

89. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action falling under the scope of the Released Claims that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. Except as expressly set forth in the preceding sentence, nothing in this Settlement Agreement, or any order or findings of fact or law made by the Court in connection with this Settlement shall be used, cited, or have any preclusive effect in any other action or proceeding, except as may be necessary to enforce the terms of this Settlement.

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

91. Headings in this Agreement are for convenience and reference only and shall not be used to construe, limit, expand, or create any substantive right, obligation, or remedy under this Agreement.

92. This Agreement contains the entire understanding between Defendants and Plaintiffs regarding the payment of the Settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Settling Parties. This Agreement supersedes all previous agreements made between Defendants and Plaintiffs. Any agreements reached between Defendants, Plaintiffs, and any third party, are expressly excluded from this provision.

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

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

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

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

97. The Settlement Agreement shall bind and inure to the benefit of the successors and

assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

98. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement; provided, however, the Court shall not retain jurisdiction to enforce, supervise, or compel Defendants' internal business practices or other non-monetary performance contemplated hereunder. No Settlement Class Member, Plaintiff, or other Person shall have standing or be deemed a third-party beneficiary with respect to any obligation regarding business practice changes referenced herein.

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

100. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendants shall have no obligation to make payments to the participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the participating Settlement Class Member. Such Settlement Class Members

remain bound by all terms of the Settlement Agreement.

101. If any funds remain in the Settlement Fund after all payments have been made as described herein and the time for Settlement Class Members to cash and/or deposit checks has expired, the remainder funds will be sent to the non-profit residual recipient as a *cy pres* distribution. The Parties will jointly recommend to the Court that the Alabama Civil Justice Foundation should be the recipient of the *cy pres* distribution.

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

103. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and Defendants each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

104. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

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

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFFS:

Sara Weyerman

Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman,
Plaintiff

Date: 05-30-2026

Stefanie Blackwell, Plaintiff

Date: _____

DEFENDANTS:

For Defendant Highland Health Systems:

Name

Title: _____

Date: _____

Mickey Turner, Defendant

Date: _____

Allen Stokes, Defendant

Date: _____

PLAINTIFFS:

Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman,
Plaintiff

Date: _____

Signed by:


Stefanie Blackwell, Plaintiff

Date: 5/29/2026

DEFENDANTS:

For Defendant Highland Health Systems:

Mickey S. Turner
Mickey S. Turner (Jun 4, 2026 07:00:19 CDT)

Name
Title: CEO

Date: Jun 4, 2026

Mickey S. Turner
Mickey S. Turner (Jun 4, 2026 07:00:19 CDT)

Mickey Turner, Defendant

Date: Jun 4, 2026

Allen Stokes
Allen Stokes (Jun 4, 2026 09:55:21 CDT)

Allen Stokes, Defendant

Date: Jun 4, 2026

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: 05/30/2026



Jonathan S. Mann

Michael C. Bradley

Austin B. Whitten

PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.

2001 Park Place North, Suite 1100

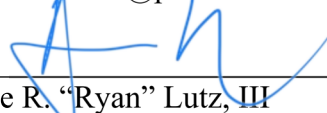
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F. Jerome Tapley

Hunter Phares

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Date: 05/30/2026



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Ken Grunfeld

Ken Grunfeld (Jun 3, 2026 10:56:05 EDT)

Kenneth Jay Grunfeld

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William B. Federman

FEDERMAN & SHERWOOD

10205 N. Pennsylvania Ave.

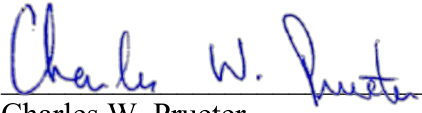
Oklahoma City, OK 73120

Tel: (405) 235-1560

E: wbf@federmanlaw.com

COUNSEL FOR DEFENDANTS:

Date: June 22, 2026



Charles W. Prueter

Manning Russell

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Birmingham, Alabama 35203

charles@fortif.com

205-832-9109

manning@fortif.com

205-832-9111

EXHIBIT A

Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

Weyerman, et al. v. Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW
Circuit Court for Calhoun County, Alabama
DATABREACH SETTLEMENT CLAIMFORM

Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland Health on or about July 3, 2023.”

Excluded from the Settlement Class are: (i) Defendants Highland Health Systems, Mickey Turner, and Allen Stokes, any entity in which Defendants has a controlling interest, and Defendant Highland Health’s officers, directors, legal representatives, successors, subsidiaries, and assigns; and (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

COMPLETE THIS CLAIMFORM IF YOU ARE A CLASS MEMBER AND WISH
TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Highland Health has agreed to create a \$650,000.00 Settlement Fund. This fund will first be used to pay for the costs of litigation, attorneys’ fees, and administration. The net Settlement Fund will then be used to pay for the Settlement Class Benefits that are explained below.

All Settlement Class Members may claim Medical Identity Protection and one of two Cash Payment options. The benefits are explained in more detail below.

MEDICAL IDENTITY PROTECTION. All Settlement Class Members are eligible to enroll in two years of CyEx Medical Shield Total with three-bureau monitoring. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. (1) Settlement Class Members who have documented losses may claim reimbursement for Documented Losses. (2) Alternatively, you may claim a one-time \$85.00 Pro Rata Cash Payment.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

Weyerman, et al. v. Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW
Circuit Court for Calhoun County, Alabama
DATABREACH SETTLEMENT CLAIMFORM

Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to \$5,000.00. The losses must have occurred between July 3, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Pro Rata Cash Payment. Instead of reimbursement for Documented Losses, you may claim a one-time cash payment. This payment is expected to be \$85.00, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Highland Health Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
[City, State, ZIP]

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE USING YOUR UNIQUE LOGIN ID AND PIN AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

You may also print out and complete this Claim Form and submit it by U.S. mail or by email to
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com).

You must submit your Claim Form online or by mail no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

Weyerman, et al. v. Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW
Circuit Court for Calhoun County, Alabama
DATABREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. Please print legibly.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Login ID (if known)

II. MEDICAL IDENTITY PROTECTION

- ☐ Check this box if you would like to enroll in two years of Medical Identity Protection from CyEx Medical Shield Total.

III. DOCUMENTED LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses. You can get back up to \$5,000.00. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Unauthorized bank transfer	\$500
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

Weyerman, et al. v. Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW
Circuit Court for Calhoun County, Alabama
DATABREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online, via email,
or
postmarked by:
[Claims Deadline]

IV. PRO RATA CASH PAYMENT

- ☐ Check this box if you want to claim a one-time \$85.00 Pro Rata Cash Payment. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.

V. PAYMENT SELECTION

Please select one of the following payment options, which will be used if you are claiming a cash payment.

- ☐ PayPal
Email address, if different than you provided in Section 1: _____
- ☐ Venmo
Mobile number, if different than you provided in Section 1: _____
- ☐ Zelle
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ Virtual Prepaid Card
Email address, if different than you provided in Section 1: _____
- ☐ Physical Check
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)



EXHIBIT B

TO: «Email Address»
FROM: “Highland Health Data Breach Settlement” «info@[SettlementWebsite].com»
SUBJECT: Highland Health Data Breach Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Weyerman, et al. v. Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW
Circuit Court for Calhoun County, Alabama

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2023
HIGHLAND HEALTH SYSTEMS DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with Highland Health Systems, Mickey Turner, and Allen Stokes (“Highland Health”) in a class action lawsuit about the July 2023 cyberattack on Highland Health’s computers (the “Data Breach”). Files containing private information were accessed.

Highland Health denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: “All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland Health on or about July 3, 2023.”

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

What are the Settlement benefits? You can claim two years of **Medical Identity Protection** with three bureaus and **one** of two **Cash Payment** options.

- (1) If you have documented losses you can get back up to **\$5,000.00**.
- (2) Instead of reimbursement for documented losses, you can get a one-time **\$85.00** pro rata cash payment.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-**XXX-XXX-XXXX**, or email your request to info@[SettlementWebsite].com. **Claims must be submitted online, mailed, or emailed by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue Highland Health for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to one-third (1/3) of the Settlement Fund for attorneys' fees; up to \$30,000.00 for reimbursement of litigation costs; and \$3,500.00 for each Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

EXHIBIT C

Highland Health Data Breach Settlement
c/o Settlement Administrator

P.O. Box _____
Santa Ana, CA 92799-9958

Weyerman, et al. v.
Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW

IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JULY 2023
HIGHLAND HEALTH SYSTEMS
DATABREACH, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS
AND ENTITLE YOU TO BENEFITS AND
ACASH PAYMENT.

Acourt has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.SETTLEMENTWEBSITEJ.COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Highland Health Systems, Mickey Turner, and Allen Stokes (“Highland Health”) in a class action lawsuit (“Settlement”). The case is about the July 2023 cyberattack on Highland Health’s computer systems (the “Data Breach”). Files containing Private Information were accessed. Highland Health denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: “All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland on or about July 3, 2023.”

The Court has appointed experienced attorneys, called “Class Counsel,” to represent the Class.

What are the Settlement benefits?

You can claim two years of **Medical Identity Protection** with three bureaus and one of two **Cash Payment** options.

(1) If you have documented losses you can get back up to **\$5,000**.

(2) Instead of reimbursement for documented losses, you can get a one-time **\$85** pro rata cash payment.

Full details and instructions are available online and in the Long Form Notice.

How do I receive a benefit?

If you are claiming out-of-pocket losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**.

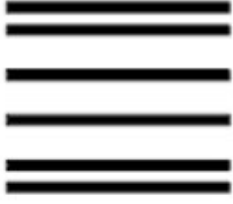
Claims must be submitted online or postmarked by [Claims Deadline].

What if I don’t want to participate in the Settlement or do not like it?

If you do not want to be part of the Settlement, you must opt-out by **[Opt-Out Deadline]** or you will not be able to sue Highland Health for the claims made in *this* lawsuit. If you opt-out, you cannot get make a claim for benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Long Form Notice and Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for up to one-third (1/3) of the Settlement Fund for attorneys’ fees; up to \$30,000 for reimbursement of litigation costs; and \$3,500 for each Plaintiff. You may attend the hearing at your own cost, but you do not have to.

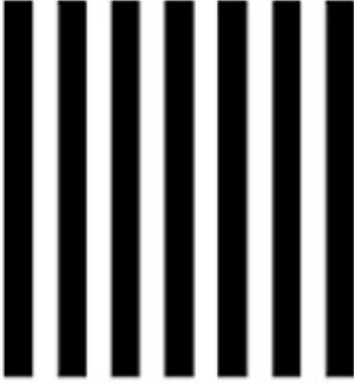


BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Highland Health Data Breach Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



Highland Health Data Breach Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than [Claims Deadline].

Only one Claim Form per Class Member.

Login ID: «LoginID»
PIN: «PIN»

INSTRUCTIONS: Use this card to submit your claim for two years of Medical Identity Protection and/or the \$85.00 Pro Rata Cash Payment.

To claim reimbursement for documented losses, visit the settlement website at www.[SettlementWebsite].com. To request a full paper Claim Form, call 1-XXX-XXX-XXXX.



Check this box to enroll in two years of Medical Identity Protection from CyEx Medical Shield Total.



Check this box to claim a one-time \$85.00 Pro Rata Cash Payment.

How would you like to be paid:

Check one: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please PRINT your email address
LEGIBLY on the line below and doublecheck that it is correct:

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Weyerman, et al. v. Highland Health Systems, et al.

Case No. 11-CV-2024-9000370-JGW

Circuit Court for Calhoun County, Alabama

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2023
HIGHLAND HEALTH SYSTEMS DATA BREACH, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO
BENEFITS AND A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Highland Health Systems, Mickey Turner, and Allen Stokes (“Highland Health” or “Defendants”) in a class action lawsuit. This case is about the targeted cyberattack on Highland Health's computer systems that occurred in July 2023 (the “Data Breach”). Certain files that contained Private Information were accessed. These files may have contained personal information and protected health information such as full names; addresses; telephone numbers; email addresses; Date of Birth, Social Security Number, Account Number, Payment Card Number, Payment Card PIN, Email Address and Password, Medical Information and Health Insurance Information; Tax ID; Routing Number; and Driver’s License or State ID.
- The lawsuit is called *Weyerman, et al. v. Highland Health Systems, et al.*, Case No. 11-CV-2024-9000370-JGW. It is pending in the Circuit Court for Calhoun County, Alabama (the “Litigation”).
- Highland Health denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Highland Health's records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Highland Health.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	<u> </u> , 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved and released 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 has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	6
THE LAWYERS REPRESENTING YOU	6
OPTING OUT FROM THE SETTLEMENT	7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	9
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

The Circuit Court for Calhoun County, Alabama, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Weyerman, et al. v. Highland Health Systems, et al.*, Case No. 11-CV-2024-9000370-JGW. It is pending in the Circuit Court for Calhoun County, Alabama. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the parties they sued—Highland Health Systems, Mickey Turner, and Allen Stokes—are called the “Defendants.”

2. What is this lawsuit about?

This lawsuit alleges that during the July 2023 targeted cyberattack on Highland Health's computer systems, certain files that contained Private Information were accessed. These files may have contained personal information such as full names; addresses; telephone numbers; email addresses; dates of birth; Social Security numbers; passport numbers; driver’s license numbers; medical and treatment information; billing and claims information; health insurance information; financial account information; tax ID numbers; routing numbers; and/or credit and debit card information.

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 are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this proposed Settlement, the Class Representatives are Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell. Everyone included in this Action are the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendants are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Settlement Class this way: “All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland Health on or about July 3, 2023.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (i) Defendants, any entity in which Defendants has a controlling interest, and Defendant Highland Health’s officers, directors, legal representatives, successors, subsidiaries, and assigns; and (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Highland Health Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Highland Health has agreed to create a \$650,000.00 Settlement Fund. This fund will first be used to pay for the costs of litigation, attorneys’ fees, and administration. The net Settlement Fund will then be used to pay for the Settlement Class Benefits that are explained below.

All Settlement Class Members may claim **Medical Identity Protection** and one of two **Cash Payment** options. The benefits are explained in more detail below.

MEDICAL IDENTITY PROTECTION. All Settlement Class Members are eligible to enroll in two years of **CyEx Medical Shield Total** with three-bureau monitoring. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENTS. (1) Settlement Class Members who have documented losses may claim reimbursement for **Documented Losses**. (2) Alternatively, you may claim a one-time \$85.00 **Pro Rata Cash Payment**.

(1) Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Breach, you can get back up to **\$5,000.00**. The losses must have occurred between July 3, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. Your personal certifications, declarations, or affidavits do not constitute reasonable documentation to make a valid claim, but you may include that to provide clarification, context, or support for other submitted reasonable documentation showing that your expenses were because of the Data Breach.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

(2) Pro Rata Cash Payment. Instead of reimbursement for Documented Losses, you may claim a one-time cash payment. This payment is expected to be **\$85.00**, but may be larger or smaller depending on the total claims filed. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Highland Health Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

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

If you stay in the Settlement Class, you won't be able to be part of any other lawsuit against Highland Health about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section

IX) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Highland Health Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

Please be patient.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C.; Hirlye R. “Ryan” Lutz, III of Cory Watson, P.C.; Kenneth Jay Grunfeld of Kopelowitz Ostrow P.A.; and William B. Federman of Federman & Sherwood, to represent you and other Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve up to one-third (1/3) of the Settlement Fund as reasonable attorneys' fees, and up to \$30,000.00 to reimburse costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$3,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Opting-Out from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called an Opt-Out Request.

If you opt-out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you opt-out. However, you will keep any rights you may have to sue Highland Health on your own about the legal issues in this case.

The deadline to opt-out from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Opt-Out Request must have the following information:

- (1) the name of the Litigation: *Weyerman, et al. v. Highland Health Systems, et al.*, Case No. 11-CV-2024-900037-JGW, pending in the Circuit Court for Calhoun County, Alabama;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words "Opt-Out Request" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Highland Health Data Breach Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Opt-Out Request must be submitted and postmarked by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have opted-out from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Weyerman, et al. v. Highland Health Systems, et al.*, Case No. 11-CV-2024-9000370-JGW, pending in the Circuit Court for Calhoun County, Alabama;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Breach);
- (4) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;
- (5) a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (6) the identity of any and all counsel representing you in connection with the objection;
- (7) a statement as to whether you and/or your lawyer will appear at the Final Fairness Hearing;
- (8) a list of all settlements to which you and/or your lawyer have objected in the preceding three (3) years; and
- (9) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

For your objection to be considered, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection by U.S. Mail to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Highland Health Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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 opt-out from the Settlement. Opting out from the Settlement is stating to the Court that you do not want to be part of the Settlement. If you opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

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

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the Circuit Court for Calhoun County, Alabama, at **[Court Address]**.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The court will also decide Class Counsel's request for an attorneys' fees and costs award and the request for a Service Award

to the Class Representatives. The Court will also consider any timely objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. 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 wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Highland Health Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT E

TO: «Email Address»
FROM: “Highland Health Data Breach Settlement” «info@[SettlementWebsite].com»
SUBJECT: Highland Health Data Breach Settlement – You are Eligible to File a Claim

REMINDER LEGAL NOTICE

Weyerman, et al. v. Highland Health Systems, et al.
Case No. 11-CV-2024-9000370-JGW
Circuit Court for Calhoun County, Alabama

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2023
HIGHLAND HEALTH SYSTEMS DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with Highland Health Systems, Mickey Turner, and Allen Stokes (“Highland Health”) in a class action lawsuit about the July 2023 cyberattack on Highland Health’s computers (the “Data Breach”). Files containing private information were accessed.

Highland Health denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: “All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland Health on or about July 3, 2023.”

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

What are the Settlement benefits? You can claim two years of **Medical Identity Protection** with three bureaus and **one** of two **Cash Payment** options.

- (1) If you have documented losses you can get back up to **\$5,000.00**.
- (2) Instead of reimbursement for documented losses, you can get a one-time **\$85.00** pro rata cash payment.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-[XXX-XXX-XXXX](tel:XXX-XXX-XXXX), or email your request to info@[SettlementWebsite].com. **Claims must be submitted online, mailed, or emailed. The claims period is active now; you have until [Claims Deadline] to file your claim.**

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [**Opt-Out Deadline**] or you will not be able to sue Highland Health for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [**Objection Deadline**]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [**FA Hearing Date**] at the [**Court Address**], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for up to one-third (1/3) of the Settlement Fund for attorneys' fees; up to \$30,000.00 for reimbursement of litigation costs; and \$3,500.00 for each Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This reminder notice email is only a summary. For more information, call 1-**XXX-XXX-XXXX** or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

EXHIBIT F

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2023 HIGHLAND HEALTH SYSTEMS DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

For more information, visit www.website.com.

Para una notificación en Español, visitar www.website.com

A Settlement has been reached with Highland Health Systems, Mickey Turner, and Allen Stokes (“Highland Health” or “Defendants”) in a class action lawsuit. This case is about the targeted cyberattack on Highland Health's computer systems that occurred in July 2023 (the “Data Breach”). Certain files that contained Private Information were accessed. These files may have contained personal information and protected health information such as full names; addresses; telephone numbers; email addresses; Date of Birth, Social Security Number, Account Number, Payment Card Number, Payment Card PIN, Email Address and Password, Medical Information and Health Insurance Information; Tax ID; Routing Number; and Driver's License or State ID.

The lawsuit is called *Weyerman, et al. v. Highland Health Systems, et al.*, Case No. 11-CV-2024-9000370-JGW. It is pending in the Circuit Court for Calhoun County, Alabama (the “Litigation”).

Highland Health denies that it did anything wrong, and the Court has not decided who is right.

The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.

Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.*** These rights and options—and the deadlines to exercise them—are explained in this Notice. The Court in charge of this case still has to decide whether to approve the Settlement.

Highland Health has agreed to create a \$650,000.00 Settlement Fund. This fund will first be used to pay for the costs of litigation, attorneys' fees, and administration. The net Settlement Fund will then be used to pay for the Settlement Class Benefits which include **Medical Identity Protection** and **one** of two **Cash Payment** options. The benefits are explained in more detail on the Settlement Website.

Class Counsel will ask the court to approve up to one-third (1/3) of the Settlement Fund as reasonable attorneys' fees, and up to \$30,000.00 to reimburse costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$3,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

It is not expected that the award of fees or the service award will reduce the benefit to any Class Member, but it is possible depending on the number of valid claims submitted. You may retain your own counsel, but only at your own expense.

The sole purpose of this notice is to inform you of the settlement so that you can decide what to do about it.

For more information, and to submit a claim form, visit www.website.com.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com . If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator.	[Redacted] , 2026
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement and receive no Cash Payment or Credit Monitoring. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	[Redacted] , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member benefits.	[Redacted] , 2026
DO NOTHING	Unless you opt-out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement. You will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved and released by this Settlement.	No Deadline

For complete information about the settlement and your options, related Court documents, and claim form, please visit [www.\[settlement\].com](http://www.[settlement].com) or call [\[toll free number\]](#). You may also contact the Settlement Administrator via:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-[XXX-XXX-XXXX](#)
- By mail: Highland Health Data Breach Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
[Santa Ana, CA 92799-9958](#)

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT G

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

**SARA ANDREA WEYERMAN, AS
PERSONAL REPRESENTATIVE FOR
THE ESTATE OF SANDRA WEYERMAN,
and STEFANIE BLACKWELL,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

**HIGHLAND HEALTH SYSTEMS,
MICKEY TURNER, and ALLEN STOKES,**

Defendants.

CASE NO.: 11-CV-2024-900370-JGW

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND CONDITIONALLY
CERTIFYING SETTLEMENT CLASS**

WHEREAS, Plaintiffs Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell, individually and on behalf of all others similarly situated, filed the above-styled action (“Action”) against Defendants Highland Health Systems, Mickey Turner, and Allen Stokes (“Defendants”), and Plaintiffs reached an agreement with Defendants settling their related claims (“Settlement”), as set forth in more detail in the Settlement Agreement and Release (“Settlement Agreement”)¹;

¹ Capitalized terms not herein defined shall have the meaning ascribed to them in the Parties’ Settlement Agreement that was submitted as Ex. 1 to Plaintiffs’ Motion for Preliminary Approval.

WHEREAS, Plaintiffs, individually and on behalf of all others similarly situated, and the proposed Settlement Class (defined below), and Defendants (collectively, the “Settling Parties”), have entered into a Settlement Agreement resolving the Action, subject to Court approval;

WHEREAS, the Action was settled as a result of arm’s-length negotiations overseen by a neutral third-party mediator; investigation, and informal discovery, sufficient to permit counsel and the Court to act knowingly; and counsel are well experienced in similar class action litigation; and

WHEREAS, Plaintiffs, as the proposed Class Representatives, have moved the Court for entry of an Order Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying Settlement Class (“Preliminary Approval Order”) approving the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and approving the form and method of Notice upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits thereto.

WHEREAS, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Preliminary Approval Order, are hereby stayed.

WHEREAS, the Court having considered the Settlement Agreement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, **HEREBY ORDERS** as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement is **GRANTED**. The terms defined in the Settlement Agreement shall have the same meanings in this Preliminary Approval Order.

2. Having made the findings set forth below, the Court conditionally certifies the following Settlement Class for settlement purposes only:

All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland on or about July 3, 2023.

3. Excluded from the Settlement Class are the Defendants, any entity in which Defendants have a controlling interest, and Defendant Highland's officers, directors, legal representatives, successors, subsidiaries, and assigns and any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

4. Strictly for Settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to Alabama Rule of Civil Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

5. The Court hereby appoints Plaintiffs Sara Andrea Weyerman, as Personal Representative of the Estate of Sandra Weyerman, and Stefanie Blackwell as Class Representatives for the Settlement Class.

6. The Court hereby appoints Pittman, Dutton, Hellums, Bradley & Mann P.C., Cory Watson, P.C., Kopelowitz Ostrow P.A., and Federman & Sherwood as Class Counsel.

II. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

7. The terms of the Settlement, including its proposed Release, are preliminarily approved as within the range of fair, reasonable, and adequate; are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice Program; and are subject to further and final consideration at the Final Approval Hearing provided for below. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risks and benefits of continuing litigation to the Settling Parties and the Settlement Class.

8. As provided for in the Settlement Agreement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified with no admission of liability or merit as to any issue, and no prejudice or impact as to any party's position on the issue of class certification or any other issue in the case.

9. Regarding the business practices changes referenced in the Motion for Preliminary Approval, such practices are not, and shall not be construed as, injunctive relief or equitable relief awarded by the Court to Settlement Class Members. Furthermore, no Settlement Class Member (or other Person) shall have standing or any right to enforce, seek to enforce, or seek contempt or specific performance with respect to the business practices changes, and no such Person shall be deemed a third-party beneficiary of any obligation regarding the business practices changes.

10. The Court recognizes that Defendants expressly reserve and do not waive any and all statutory constitutional, and common-law rights, defenses, privileges, and immunities available under federal and Alabama law, including without limitations the immunity provided by Ala. Code § 22-51-15, sovereign immunity, state-agent immunity, and qualified immunity. Neither any action taken by any of the Defendants in connection with this settlement, including without limitations negotiating, entering into, and performing under the Settlement Agreement, nor this Order shall be argued or deemed to constitute a waiver, forfeiture, or impairment of any such defense or immunity in any other proceeding brought by any Plaintiff, Class Representative, Representative Plaintiff, Settlement Class Member, Class Counsel, or any other person. Neither this Order, the Settlement Agreement, the Motion for Preliminary Approval, nor any document executed or filed in furtherance of the Settlement, shall be offered, cited, or used as an admission of, or evidence of, any fault, wrongdoing, or liability of any Released Party in any other proceeding.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

11. The Court appoints Simpluris as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

12. The Court has considered the Notice provisions of the Settlement, the Notice program set forth in the Settlement Agreement, and the Long Form Notice and Short Form Notice, attached as Exhibits C and D to the Settlement Agreement, and as further defined in the Settlement Agreement. The Court finds that the direct mailing of the Notice, email notice, and publication notice in the manner set forth in the Notice program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Email Notice, Long Form Notice, and

Short Form Notice in the forms attached as Exhibits B, C, and D to the Settlement Agreement. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement Agreement.

13. The Court approves as to form and content the Claim Form attached as Exhibit A to the Settlement Agreement.

14. Settlement Class Members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form under which they are entitled to seek relief. The Claims Period is 90 days after the Notice Date. All Settlement Class Members who fail to submit a Claim in accordance with the requirements and procedures of the Settlement Agreement and respective Claim Form shall be forever barred from receiving any such benefit but will in all other respects be subject to and bound by the provisions of the Settlement and the releases contained therein.

IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS

15. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date, and must include the name of the litigation, individual's full name, mailing address, telephone number, email address, personal signature, and the words "Opt-Out Request" or a clear and similar statement that the individual does not wish to participate in the Settlement.

16. Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

17. Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement, including its releases, and all orders entered by the Court in connection therewith.

V. OBJECTIONS

18. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Breach); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in appropriate form must be mailed to the Settlement Administrator at the address set forth in the Notice, and postmarked no later than the Objection Date.

19. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or

reasonableness of the Settlement, including its releases, the Final Approval Order and Judgment approving the Settlement, and Class Counsel's motion for a fee award and costs and Class Representative service awards.

VI. THE FINAL FAIRNESS HEARING

20. The Court will hold a Final Fairness Hearing on [Date], at [Time], in the Courtroom of the Honorable Jennifer G. Weems, Circuit Court of Calhoun County, Alabama, Seventh Judicial Circuit, 25 W 11th Street, Anniston, Alabama 36201, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be approved; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys' fees, costs, and expenses as provided for under the Settlement Agreement; (d) the application for Named Plaintiffs' service awards as provided for under the Settlement Agreement; (e) whether the release of Released Claims as set forth in the Settlement Agreement should be provided; (f) whether the Court should enter the [Proposed] Final Approval Order and Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate, consistent with the Settlement Agreement. The Final Fairness Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

21. No later than 14 days prior to the Objection and Opt-Out Dates, Plaintiffs shall file their Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards. No later than 14 days prior to the Final Fairness Hearing, Plaintiffs shall file their Motion for Final Approval of Class Action Settlement.

22. The related time periods for events preceding the Final Approval Hearing are as follows:

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	MONTH XX, 2026
Defendants provide list of Settlement Class Members to the Settlement Administrator	10 days after Preliminary Approval
Notice Deadline	30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Deadline
Opt-Out Deadline	60 days after Notice Deadline
Claims Period	90 days after Notice Deadline
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections (via declaration supporting Plaintiffs' Motion for Final Approval)	14 days before Final Fairness Hearing Date
<u>Final Fairness Hearing</u>	120 days after Preliminary Approval Order (at minimum): MONTH XX, 2026

23. Any action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending Final Approval of the Settlement.

24. The Court acknowledges that, as provided in Paragraph 64 of the Settlement Agreement, Defendants have reserved the right to terminate the Settlement upon the occurrence of certain conditions, including if the Court materially modifies the Released Claims or Released Parties, imposes injunctive relief or continuing judicial oversight, or requires public filing or third-party enforcement of the confidential business-practices affidavit.

IT IS SO ORDERED.

Dated:

CIRCUIT JUDGE

EXHIBIT H

IN THE CIRCUIT COURT OF CALHOUN COUNTY, ALABAMA

**SANDRA WEYERMAN and STEFANIE
BLACKWELL, individually and on behalf of all
others similarly situated,**

Plaintiffs,

v.

**HIGHLAND HEALTH SYSTEMS, MICKEY
TURNER, and ALLEN STOKES,**

Defendants.

CASE NO.: 11-CV-2024-900370-JGW

[PROPOSED] FINAL APPROVAL ORDER

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

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

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

adequately protect the interests of the Settlement Class and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the Settlement is fair, reasonable, and adequate; (ii) the Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the Settlement is in the best interests of the Settlement Class Members. Therefore, the Court grants final approval of the Settlement.

Provisional Certification of the Settlement Class

4. Pursuant to Alabama Rule of Civil Procedure 23, and for settlement purposes only, the Court certifies the following Settlement Class:

All persons residing in the United States whose Private Information was exposed to unauthorized third parties as a result of the Data Breach discovered by Highland on or about July 3, 2023.

Excluded from the Settlement Class are the Defendants, any entity in which Defendants have a controlling interest, and Defendant Highland's officers, directors, legal representatives, successors, subsidiaries, and assigns and any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

5. The Court finds and concludes for settlement purposes only that the prerequisites to a class action, set forth in Alabama Rule of Civil Procedure 23, are satisfied in that:

- A. the Settlement Class is so numerous that joinder of all members is impracticable;
- B. there are questions of law or fact common to the Settlement Class;
- C. Plaintiffs and Class Counsel fairly and adequately represent the Settlement Class;

- D. the claims of Plaintiffs are typical of those of Settlement Class Members;
- E. common issues predominate over any individual issues affecting the members of the Settlement Class;
- F. Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- G. settlement on a class action basis is superior to other means of resolving this matter.

6. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Sara Andrea Weyerman as Personal Representative of the Estate of Sandra Weyerman and Stefanie Blackwell as Class Representatives.

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

8. For settlement purposes only, the Court hereby approves the appointment of PITTMAN, DUTTON, HELLUMS, BRADLEY, & MANN, P.C., CORY WATSON, P.C., KOPELOWITZ OSTROW P.A., and FEDERMAN & SHERWOOD as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Settlement Class Counsel.

9. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Class. The Court also finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arms' length negotiations involving experienced counsel familiar with the legal and factual issues of this case and made with the assistance of a mediator; (b) meets all applicable requirements of law, including Alabama Rule of Civil Procedure 23; and (c) is not a finding or

admission of liability by Defendant.

Notice

10. Notice of the Final Approval Hearing, the proposed attorneys' fees, costs, and expenses, and the proposed Service Award payment to Class Representatives have been provided to Settlement Class Members as directed by this Court. An affidavit or declaration of the Settlement Administrator's compliance with the notice program has been filed with the Court.

11. The Court finds that such Notice constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Alabama Rule of Civil Procedure 23.

Exclusions and Objections

12. The [REDACTED] persons listed and identified on **Exhibit 1**, attached hereto and incorporated by this reference, submitted timely and proper requests for exclusion, are excluded from the Settlement Class, and are not bound by the terms of the Settlement Agreement or this Final Approval Order.

13. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against the Released Parties.

14. Any member of the Settlement Class who failed to file and serve a timely written objection in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Award of Attorneys' Fees, Costs, and Expenses and Plaintiffs' Service Awards

15. The Court has considered Plaintiffs' Motion and Memorandum for Approval of Attorneys' Fees, Expenses, and Service Awards.

16. The Court awards Class Counsel [REDACTED] of the Settlement Fund, \$ [REDACTED], as an award of attorneys' fees and \$ [REDACTED] in costs and expenses to be paid in accordance with the Settlement, and the Court finds this amount of fees, costs, and expenses to be fair and reasonable. This award of attorneys' fees, costs, and expenses, and any interest earned thereon, shall be paid by the Defendant from the Settlement Fund pursuant to the terms of the Agreement. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

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

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

19. Defendant shall pay the attorneys' fees, costs, and expenses to the Settlement Administrator within thirty (30) days of the Effective Date.

Final Approval

20. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

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

22. On the Effective Date as provided for under the Settlement Agreement, (i) Plaintiffs

and each Settlement Class Member (collectively and individually, the “Releasing Parties”), and (ii) Settlement Class Counsel will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Parties from the Released Claims.

23. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

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

25. In accordance with Alabama Rule of Civil Procedure 23, this Final Order and Judgment resolves all claims against all Parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Order as the final judgment in this matter.

IT IS SO ORDERED.

Dated: _____, 2026.

CIRCUIT JUDGE

HHS_Settlement Agreement

Final Audit Report

2026-06-04

Created:	2026-06-03
By:	Charles Prueter (charles@fortif.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqO9WiVwm_KJC4SOf3Nq6Vs-RKusc9D

"HHS_Settlement Agreement" History

-  Document created by Charles Prueter (charles@fortif.com)
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-  Signer astokes@hhsal.org entered name at signing as Allen Stokes
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