

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

In re Alabama Ophthalmology Associates, P.C.)
Data Breach Litigation) Case No. 01-cv-2025-901488.00
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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”), dated December 17, 2025, is made and entered into by and among the following Settling Parties (defined below), by and through the parties’ counsel of record: (i) Defendant Alabama Ophthalmology Associates, P.C. (“Alabama Ophthalmology”); and (ii) Plaintiffs David Lee, Paul Mason, June Mack, Willie Ellis, Benjamin Melton, Thomas Warren, Willitha Thomas (on behalf of W.M., a minor), Maisie Bishop (on behalf of B.B., a minor), and Kewanne Fox, both individually and on behalf of the Class (collectively, “Plaintiffs” and “Class Representatives”), in the lead case of *In re Alabama Ophthalmology Associates, P.C. Data Breach Litigation*, Case No. 01-cv-2025-901488.00, in the Circuit Court of Jefferson County, Alabama. Alabama Ophthalmology and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.” The Settlement Agreement (defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

I. THE LITIGATION

Alabama Ophthalmology is a six-physician subspecialty ophthalmology practice that treats a variety of eye related problems from disease and injury to dry eye and lazy eye. In January 2025, an unauthorized actor gained access to certain files on Alabama Ophthalmology’s network (the “Data Incident”), which prompted Alabama Ophthalmology to notify all of its current and former employees and known patients from its current practice management system out of an abundance

of caution beginning in April 2025. In total, Alabama Ophthalmology notified 153,575 individuals that their information was potentially affected by the Data Incident, which included two rounds of direct mail notice and a substitute notice. On April 15, 2025, the first putative class action lawsuit was filed in Alabama state court against Alabama Ophthalmology relating to the Data Incident, captioned *David Lee and Paul Mason v. Alabama Ophthalmology Associates, P.C.*, No. 01-cv-2025-901488.00 (Circuit Court of Jefferson Cty., Ala.) (the “Litigation”). On August 18, 2025, the Court entered an Order Granting Plaintiffs’ Joint Motion to Consolidate Cases and Appoint Interim Co-Lead Class Counsel.

On August 19, 2025, the Parties participated in a full-day virtual mediation with JAMS mediator Bruce Friedman, Esq. The mediation did not result in a resolution, but following the mediation, the Parties continued to discuss settlement and reached a settlement in principle on September 2, 2025. The full terms of the Parties’ settlement are set forth in this Settlement Agreement and attached exhibits.

The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for both Parties. In addition, Alabama Ophthalmology has an eroding insurance policy limit and lacks sufficient other sources of funding to continue litigation and absorb the risk of loss.

II. PLAINTIFFS’ CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the Consolidated Complaint, have merit. Plaintiffs and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Alabama Ophthalmology through continued motion practice, trial, and potential appeals.

They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Plaintiffs and Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Alabama Ophthalmology denies each and all of the claims and contentions alleged against it in the Litigation. Alabama Ophthalmology denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Alabama Ophthalmology has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Alabama Ophthalmology has considered the uncertainty and risks inherent in any litigation. Alabama Ophthalmology has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS & DEFINITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Alabama Ophthalmology that, subject to the approval of the Court, 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 and the Settlement Class, except those members of the

Settlement Class who timely opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “**Action**” or “**Litigation**” means this case *In re Alabama Ophthalmology Associates, P.C. Data Breach Litigation*, Case No. 01-cv-2025-901488.00, Circuit Court of Jefferson County, Alabama.

1.2 “**Agreement**” or “**Settlement Agreement**” means this Class Action Settlement Agreement and Release, and the exhibits, and the settlement embodied herein.

1.3 “**Alabama Ophthalmology’s Counsel**” means Baker & Hostetler LLP.

1.4 “**Attorneys’ Fees and Costs**” means the attorneys’ fees and reimbursement of litigation costs to be awarded by the Court to Class Counsel, as set forth in Section 8, below.

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

1.6 “**Claims Deadline**” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶ 2.2.

1.7 “**Claim Form**” means the claim form to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A attached hereto.

1.8 “**Class Counsel**” means Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, Jeff Ostrow of Kopelowitz Ostrow, P.A., and Mariya Weekes of Milberg Coleman Bryson Grossman, PLLC.

1.9 “**Court**” means the Circuit Court of Jefferson County, Alabama.

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

1.11 “**Effective Date**” means one (1) business day after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

1.12 “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined 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 made in

this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13 “**Judgment**” means a judgment rendered by the Court.

1.14 “**Long Form Notice**” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit C attached hereto.

1.15 “**Net Settlement Fund**” refers to the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for the payment from the Settlement Fund for (i) the Notice and Settlement Administration Cost; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards; and (iv) Attorneys’ Fees and Costs.

1.16 “**Notice Date**” means 45 days following entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

1.17 “**Notice and Settlement Administration Cost**” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the Settlement Fund and settlement benefits.

1.18 “**Objection Date**” means the date by which the Settlement Class Members must mail to Class Counsel and Alabama Ophthalmology’s Counsel, or in the alternative, file with the Court their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 “**Opt-Out Date**” means the date by which the 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.

1.20 “**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 thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.21 “**Plan of Allocation**” means the process by which the Settlement Administrator will disburse the Net Settlement Fund to Settlement Class Members.

1.22 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class.

1.23 “**Released Claims**” shall collectively mean any and all past, present, and future 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 as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and all similar state consumer-protection statutes; violations of the California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code § 1798.84, *et seq.* and all similar notification statutes in effect in any states in the United States; 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, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information 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 the Settlement Class Members who have timely excluded themselves from the Settlement Class.

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

1.25 “**Released Parties**” means Alabama Ophthalmology and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and

each of their respective predecessors, successors, directors, officers, principals, partners, members, employees, agents, attorneys, insurers, and reinsurers.

1.26 “**Service Award**” or “**Service Awards**” means the amount of remuneration to be paid to the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 8, below.

1.27 “**Settlement Administration**” means the processing of Notice and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.28 “**Settlement Administrator**” means Simpluris, Inc., a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.29 “**Settlement Class**” means all individuals who reside in the United States who were notified by Alabama Ophthalmology that their information may have been impacted by the January 2025 Data Incident. Excluded from the Settlement Class are Alabama Ophthalmology; any entity in which Alabama Ophthalmology has a controlling interest, is a parent or subsidiary, or which is controlled by Alabama Ophthalmology; and the affiliates, legal representatives, attorneys, heirs, predecessors, successors, and assigns of Alabama Ophthalmology. Also excluded are the judges and court personnel in this case and any members of their immediate families.

1.30 “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class.

1.31 “**Settlement Website**” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.

1.32 “**Settling Parties**” means, collectively, Alabama Ophthalmology and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.

1.33 “**Short Form Notice**” means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B attached hereto. The Short Form Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness Hearing.

1.34 “**Tax and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

1.35 “**Unknown Claims**” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their 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 waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law 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.

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, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.36 “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Structure

2.1 Settlement Benefits

2.1.1 Settlement Class Members shall have the opportunity to submit a Claim for settlement benefits on or before the Claims Deadline. All Class Members are eligible to receive and may submit a claim for Medical Data Monitoring. In addition to Medical Data Monitoring, Class Members may also qualify and submit a claim for either (a) Out-of-Pocket Expense Claims, including claims for lost time, or (b) Pro-Rata Cash Payments. These benefits shall be paid from the \$850,000 non-reversionary settlement fund after the deduction of the Notice and Settlement Administration Cost, service awards for Plaintiffs, and reasonable attorneys’ fees, costs and litigation expenses, subject to the Court’s approval.

- a) Medical Data Monitoring and Identity Theft Protection: All Class Members are eligible to file a claim to receive 2 years of medical data monitoring which includes one-bureau credit monitoring services. The cost of the Medical Data Monitoring will be paid from the Settlement

Fund. Class Members need not supply any documentary proof to select this option.

- b) Out-of-Pocket Expense Claims: In addition to the Medical Data Monitoring, and in the alternative to the Pro-Rata Cash Payment below, Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident that were incurred on or after January 22, 2025, that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission, up to \$5,000. Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not "self-prepared" by the claimant, that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Out-of-Pocket Expense Claims must include an attestation that the monetary losses are fairly traceable to the Data Incident and were not incurred due to some other event or reason. Class Members may also submit an Out-of-Pocket Expense Claim for up to three (3) hours of time spent remedying issues related to the Data Incident at the rate of \$25 per hour if the Settlement Class Member attests that any claimed lost time was spent related to and arising out of the Data Incident. No documentation need be submitted in connection with Lost-Time Claims. In the event that a claim for Out-of-Pocket Expenses is deemed deficient and cannot be cured after a reasonable opportunity to do so, it will automatically be treated as a claim for a Pro-Rata Cash Payment, rather than being denied outright.

- c) Pro-Rata Cash Payment: In addition to the Medical Monitoring, and in the alternative to the Out-of-Pocket Expense Reimbursement above, Settlement Class Members may submit a Claim for an alternative cash payment, which may be adjusted on a *pro rata* basis. The amount of the Pro-Rata Cash Payment will be determined in accordance with the Plan of Allocation after amounts sufficient to pay valid claims for Out-of-Pocket Expenses and Medical Data Monitoring are deducted from the Settlement Fund. Class Members will not need to supply any documentary proof to select this option. Class Counsel estimates that the amount of the Pro-Rata Cash Payment will be approximately \$60.00.

2.1.2 Settlement Class Members' claims for Out-of-Pocket Expenses, including lost time, are subject to an individual cap of \$5,000.00 per claimant. The amount of Pro-Rata Cash Payments does not count toward this cap.

2.2 Claims Deadline: Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the Notice Date. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

2.3 Dispute Resolution

2.3.1 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Expenses Claims described above; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Incident (collectively, "Facially Valid"). The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Expenses reflect valid Out-of-Pocket Expenses actually incurred that are fairly traceable to the Data Incident but may consult with Class Counsel and Alabama Ophthalmology's Counsel in making individual determinations. Out-of-Pocket Expenses will be presumed "fairly traceable" if: (1) the timing of the losses occurred on or after January 22, 2025; and (2) the personal information

used to commit identity theft or fraud consisted of the same type of personal information that was provided to Alabama Ophthalmology prior to the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. Out-of-Pocket Expenses are not eligible for reimbursement to the extent a Settlement Class Member has already been reimbursed for the same expense by any other source, including any compensation provided in connection with the credit monitoring product previously offered by Alabama Ophthalmology.

2.3.2 To the extent the Settlement Administrator determines a claim for Out-of-Pocket Expenses is deficient in whole or in part, within a reasonable time of making such a determination, but no later than 14 days after the Claims Deadline, the Settlement Administrator is authorized to contact the Settlement Class Member via telephone or e-mail in an attempt to informally resolve the deficiency prior to sending a formal deficiency notice. If the deficiency is not resolved in this manner, the Settlement Administrator shall formally notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail.

2.3.3 If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 10 days of the determination that the deficiencies have not been cured. The Settlement Administrator may consult with counsel for both Parties prior to making such determinations. The notice shall inform the Settlement Class Member of his or her right to dispute in writing the deficiency determination. The Settlement Administrator's decision will be final.

2.4 Settlement Fund Payment: Alabama Ophthalmology shall cause to be paid \$850,000 into a non-reversionary cash settlement fund established and administrated by the Settlement Administrator for the benefit of Settlement Class Members (the “Settlement Fund”) within thirty (30) days of the Effective Date. For avoidance of doubt, and for purposes of this Settlement Agreement only, Alabama Ophthalmology’s liability shall not exceed \$850,000, absent an express written agreement between the Parties to the contrary. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund by the Effective Date. If Alabama Ophthalmology does not receive this information by the Effective Date, the payments specified by this paragraph shall be made within thirty (30) days of Alabama Ophthalmology receiving this information.

2.5 Plan of Allocation: Payment of Settlement Benefits to Class Members who submit a Timely and Valid Claim will be paid as follows:

- a) The Settlement Administrator will first apply the Net Settlement Fund to pay for Medical Data Monitoring and Identity Theft Protection claimed by a Settlement Class Member who submits a valid and timely Claim Form. If funds remain in the Net Settlement Fund after paying for the Medical Data Monitoring and Identity Theft Protection, the Settlement Administrator will next use the Net Settlement Fund to pay all Out-of-Pocket Expense Claims. The amount of the Net Settlement Fund remaining after all Out-of-Pocket Expense Claims are applied and the payments for the Medical Data Monitoring and Identity Theft Protection are made shall be referred to as the “Post Loss Payment Net Settlement Fund.”

- b) The Settlement Administrator shall utilize the Post Loss Payment Net Settlement Fund to make all valid and timely Claims for a Pro-Rata Cash Payment. The amount of each Pro-Rata Cash Payment shall be calculated by dividing the Post Loss Payment Net Settlement Fund by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Pro-Rata Cash Payment.

3. Notice and Settlement Administration Expenses

All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid from the Settlement Fund.

4. Opt-Out Procedures

4.1 Each Settlement Class Member 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 the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 Alabama Ophthalmology shall have the right (but not the obligation) to terminate this Settlement Agreement by providing written notice of its election to do so within seven (7)

days of receipt of more than one hundred fifty (150) valid, individual Opt-Outs. If Alabama Ophthalmology voids the Settlement Agreement pursuant to this paragraph, Alabama Ophthalmology shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel.

5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number: *In re Alabama Ophthalmology Associates, P.C. Data Breach Litigation*, Case No. 01-cv-2025-901488.00 (Circuit Court of Jefferson Cty., Ala.); (iii) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date to Class Counsel, Jonathan S. Mann of Pittman Dutton Hellums Bradley & Mann, P.C., 2001 Park Place, Suite 1100, Birmingham, AL 35203; and counsel for Alabama Ophthalmology, Lisa A. Houssiere at Baker & Hostetler LLP, 811 Main Street, Suite 1100, Houston, TX 77002. The objector or his or her counsel may also file their Objection with the Court through the Court's e-filing system, with service on Class Counsel and Alabama Ophthalmology's counsel, to be made through the e-notice system.

For all objections mailed to Class Counsel and Alabama Ophthalmology's Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval. All objections must be filed or postmarked on or before the Objection Date, as set forth above.

5.2 The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Alabama Rules of Appellate Procedure and not through a collateral attack.

6. Settlement Class Certification

6.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the 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 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.

7. Releases

7.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in 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.

7.2 Any claims or defenses Alabama Ophthalmology may have against each Settlement Class Member, including Plaintiffs, including, without limitation, any claims based upon or arising out of any contractual, employment, 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 are specifically preserved.

7.3 Notwithstanding any term herein, neither Alabama Ophthalmology nor its Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Class Representatives, each and all of the Settlement Class Members, and Class Counsel.

8. Attorneys' Fees and Costs and Service Awards

8.1 The Parties have agreed Alabama Ophthalmology will not oppose (i) an application by Class Counsel for an award of reasonable attorneys' fees up to one-third of the \$850,000 Settlement Fund (*i.e.*, \$283,333.33), in addition to the costs and expenses incurred in connection with the prosecution of this matter, and (ii) an application for reasonable service awards for each

named Plaintiff in the amount of \$1,500.00 These terms were negotiated after the primary terms of the Settlement Agreement were negotiated.

8.2 Class Counsel shall submit a motion to the Court requesting attorneys' fees, litigation costs, and service awards no later than fourteen (14) days before the Objection and Opt-Out Deadlines.

8.3 The amount of attorneys' fees, litigation costs, and service awards awarded by the Court will be paid from the Settlement Fund and shall be due and payable within thirty (30) days after the Effective Date.

9. Preliminary Approval Order and Delivery of Notice

9.1 Contemporaneously with Plaintiffs' Motion for Preliminary Approval, Class Counsel and Alabama Ophthalmology's 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, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 6.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Form Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibit B to this Settlement Agreement;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C to this

Settlement Agreement, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;

- g) approval of the Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibit A to this Settlement Agreement; and,
- h) appointment of Simpluris, Inc. as the Settlement Administrator.

9.2. The Short Form Notice, Long Form Notice, and Claim Form may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

10. Settlement Administration and Class Notice

10.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than fourteen (14) days after entry of the Preliminary Approval Order, Alabama Ophthalmology shall provide the Settlement Administrator with the name and last known physical address of

each Settlement Class Member (collectively, “Class Member Information”) that Alabama Ophthalmology possesses.

- b) The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website*: Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notice; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain active for at least 180 days after the Effective Date.

- d) *Short Form Notice*: Within 45 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via mail to the postal address or, when possible, email to the email address in Alabama Ophthalmology’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- e) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;
- f) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an

effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;

- g) Publishing, on or before the Notice Date, the Claim Form, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- h) A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- i) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Alabama Ophthalmology shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2.1. The Settlement Administrator shall provide Class Counsel and Alabama Ophthalmology reports as to both claims and distribution and Class Counsel and Alabama Ophthalmology have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement

Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.3.

10.3 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within thirty days of the Settlement Administrator's receipt of the Settlement Fund Payment described in ¶ 2.4 or as soon as all deficient claims are resolved through the Dispute Resolution process set forth in ¶ 2.3.

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

10.5 No Person shall have any claim against the Settlement Administrator, Alabama Ophthalmology, Class Counsel, Plaintiffs, and/or Alabama Ophthalmology's Counsel based on distributions of benefits to Settlement Class Members.

10.6 Non-Reversionary. The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Alabama Ophthalmology in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in ¶ 11.2.

10.7 Settlement Fund. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or

(b) secured by instruments backed by the full faith and credit of the United States Government. Alabama Ophthalmology and Alabama Ophthalmology's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes and tax-related expenses owed with respect to the Settlement Fund. The Settling Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Settling Parties.

10.8 Custody of Settlement Fund. The Settlement Fund shall be deemed to be in the custody of the Court and 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 the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with ¶ 11.2.

10.9 Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) taxes and tax-related expenses; (ii) Valid Claim(s) by Settlement Class Members for Out-of-Pocket Losses; (iii) Valid Claim(s) by Settlement Class Members for Medical Data Monitoring and Identity Theft Protection services; (iv) Valid Claims by Settlement Class Members for Pro-Rata Cash Payment;

(v) Notice and Settlement Administration Cost; and (vi) an award by the Court of attorneys' fees, litigation costs, and service awards. Following payment of all of the above expenses and settlement benefits, any amount remaining in the Settlement Fund shall be distributed to the Non-Profit Residual Recipient in accordance with Paragraph 10.11. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

10.10 Taxes and Representations. Taxes and tax-related expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Settling Parties, their counsel, and their insurers and reinsurers for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement.

10.11 "Non-Profit Residual Recipient" means the 501(c)(3) entity jointly agreed upon by the Parties and approved by the Court. The Parties will jointly propose a potentially suitable Non-Profit Residual Recipient if necessary.

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

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

- a) the Court has entered the Preliminary Approval Order, as required by ¶ 9.1;
- b) Alabama Ophthalmology has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.10.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 11.4 unless Class Counsel and Alabama Ophthalmology's Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Alabama Ophthalmology's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

11.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 7.1, 7.2, and 7.3 above 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 so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) 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, litigation

costs, and service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Alabama Ophthalmology shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above 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.

12. Miscellaneous Provisions

12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this 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.

12.2 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 herein.

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the

Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

12.5 This Settlement Agreement contains the entire understanding between Alabama Ophthalmology and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Alabama Ophthalmology and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

12.6 Class Counsel, on behalf of the Settlement Class, is expressly authorized 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.

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

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

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

12.10 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.

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

12.12 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

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

12.14 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be

extinguished, and Alabama Ophthalmology shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

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

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

[Signatures on the Following Page]

Plaintiffs:

David Lee

David Lee

Paul Mason

June Mack

Willie Ellis

Willie Ellis (Jan 7, 2025 10:49:56 CST)

Willie Ellis

Benjamin Melton

Benjamin Melton (Jan 8, 2025 10:44:12 CST)

Benjamin Melton

Thomas Warren

Willitha Thomas (on behalf of W.M., a minor)

Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

**Defendant Alabama Ophthalmology
Associates, P.C.:**

Plaintiffs:

David Lee

Paul Mason

Paul Mason

June Mack

Willie Ellis

Benjamin Melton

Thomas Warren

Willitha Thomas (on behalf of W.M., a minor)

Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

**Defendant Alabama Ophthalmology
Associates, P.C.:**

Plaintiffs:

**Defendant Alabama Ophthalmology
Associates, P.C.:**

David Lee

Paul Mason

June Mack

June Mack

Willie Ellis

Benjamin Melton

Thomas Warren

Willitha Thomas (on behalf of W.M., a minor)

Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

Plaintiffs:

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June Mack

Willie Ellis

Benjamin Melton

Thomas Warren

Thomas Warren

Willitha Thomas (on behalf of W.M., a minor)

Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

Plaintiffs:

**Defendant Alabama Ophthalmology
Associates, P.C.:**

David Lee

Paul Mason

June Mack

Willie Ellis

Benjamin Melton

Thomas Warren

Willitha J. Thomas
Willitha J. Thomas (Dec 18, 2025 09:39:50 CST)

Willitha Thomas (on behalf of W.M., a minor)

Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

Plaintiffs:

**Defendant Alabama Ophthalmology
Associates, P.C.:**

David Lee

Paul Mason


June Mack

Willie Ellis

Benjamin Melton

Thomas Warren

Willitha Thomas (on behalf of W.M., a minor)

Signed by:

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Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

Plaintiffs:

**Defendant Alabama Ophthalmology
Associates, P.C.:**

David Lee

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Willitha Thomas (on behalf of W.M., a minor)

Maisie Bishop (on behalf of B.B., a minor)

Kewanne Fox

**Defendant Alabama Ophthalmology
Associates, P.C.:**

Signed by:

Brooke Dover

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Brooke Dover

Administrator

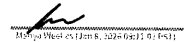
Proposed Settlement Class Counsel



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Cafferty Clobes Meriwether & Sprengel LLP

Kopelowitz Ostrow, P.A.


Milberg Coleman Bryson Grossman, PLLC
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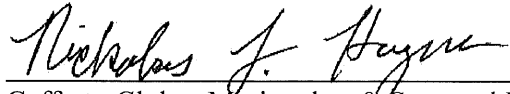
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Cafferty Clobes Meriwether & Sprengel LLP



Jeffrey Ostrow D.M. 7, 2026 31-43-05, ESTI

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**Counsel for Alabama Ophthalmology
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Signed by:

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