EXHIBIT 1

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

MYKEL MEYER, **AMBER HILDRETH**, on behalf of minor child **C.B.**, **LEATOYA BELL**, **BONNIE POWELL**, **JOSHUA MILLS**, **JAYDA ADAMS**, **AMBER BRASHER**, on behalf of minor child **C.J.**, and **SHARON ATWOOD**, individually, and on behalf of all others similarly situated, Plaintiffs, v. **JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY** and Fictitious Party Defendants Nos. 1 through 5, Defendants.	)	Case No.: 01-CV-2026-901158.00

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement" or "Agreement"),[1] dated as of the last signature set forth below, is entered into between Plaintiffs Mykel Meyer, Leatoya Bell, Bonnie Powell, Sharon Atwood, Joshua Mills, Jayda Adams, Amber Brasher, on behalf of minor child C.J., and Amber Hildreth, on behalf of minor child C.B. (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class, on the one hand, and Defendant Jefferson-Blount-St. Clair Mental Health Authority ("Defendant"), on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

[1] All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

I. BACKGROUND

1. Defendant is an Alabama non-profit corporation established under Act 310 of the 1967 Legislature, which is responsible for planning, coordinating, and developing the system of mental health services for Region M-5, as established in the (Alabama) State Mental Health Plan. Defendant also provides consultation regarding program development and funding; coordination of regional programs; delivery of region-wide services; and a consolidated budgeting process to simplify the funding of programs at the local and state level.

2. In the course of operating its business, Defendant collected and maintained personally identifiable information ("PII") and protected health information ("PHI") belonging to current and former patients and employees, including names, Social Security numbers, dates of birth, health insurance information, medical record numbers, Medicare/Medicaid information, diagnoses, physician information, billing and claims information, prescription and medication information, and diagnostic and treatment information.

3. On or about November 25, 2025, Defendant determined that it had experienced a cyberattack. Defendant later reported that unauthorized access to its network occurred on or about November 25, 2025, and that certain files may have been subject to unauthorized access and/or acquisition.

4. On January 23, 2026, Defendant provided notice of the Data Security Incident on its website and to local media outlets.

5. On or about March 9, 2026, Defendant began sending out notice letters to potentially affected persons, informing them that their PII and/or PHI may have been impacted in the Data Security Incident.

6. As a result of the Data Security Incident, Defendant was named in multiple putative class action lawsuits. These actions were informally consolidated into the above-captioned matter.

7. After Plaintiffs filed an Amended Complaint, the Parties began discussing the viability of early resolution and scheduled a mediation with Phillip McCallum, an experienced data breach mediator, on June 5, 2026.

8. Before mediation, Class Counsel: (i) investigated the factual and legal issues in the Action; (ii) reviewed Defendant's notice materials; (iii) researched the nature of the Data Security Incident; (iv) evaluated the categories of Private Information involved; (v) investigated whether data associated with the incident appeared on the dark web; (vi) reviewed publicly available information concerning the Data Security Incident; and (vii) propounded informal discovery directed to liability, damages, class size, Defendant's response to the Data Security Incident, and Defendant's remedial measures.

9. As mentioned above, in advance of the mediation, Plaintiffs propounded informal discovery requests to Defendant. The Parties also prepared mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

10. The Parties mediated on June 5, 2026, and after completing arm's-length negotiations, agreed upon the material terms of a settlement.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations

made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

12. The Parties did not discuss or negotiate attorneys' fees, costs, expenses, or Service Awards until after reaching agreement on the material terms of relief for the Settlement Class.

NOW, THEREFORE, considering the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. DEFINITIONS

13. "**Action**" means the lawsuit entitled: *Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority*, Case No. 01-CV-2026-901158.00, filed in the Circuit Court of Jefferson County, Alabama, Birmingham Division.

14. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Service Awards for Class Representatives and Class Counsel's attorneys' fees and reimbursement for costs.

15. "**Cash Payment**" means compensation paid to Settlement Class Members who

elected either Cash Payment A or Cash Payment B.

16. "**Cash Payment A**" means the Settlement Class Member Benefit that Settlement Class Members who incurred documented losses, may elect under Section V herein.

17. "**Cash Payment B**" means the Settlement Class Member Benefit consisting of a $100.00 cash payment, subject to *pro rata* increase or reduction, that Settlement Class Members may elect under Section V herein.

18. "**Claim**" means the submission of a Claim Form by a Claimant.

19. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as **Exhibit A**, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

20. "**Claim Form Deadline**" shall be 90 days after the Notice Deadline and is the last day by which a Claim Form may be submitted to the Settlement Administrator.

21. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

22. "**Class Counsel**" means: Jonathan Mann of Pittman Dutton Hellums Bradley & Mann, P.C.

23. "**Class List**" means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. The Class List shall include the Settlement Class's names and postal address.

24. "**Class Representatives**" means Mykel Meyer, Leatoya Bell, Bonnie Powell, Sharon Atwood, Joshua Mills, Jayda Adams, Amber Brasher (on behalf of minor child C.J.), and Amber Hildreth (on behalf of minor child C.B.).

25. "**Complaint**" means the Amended Class Action Complaint filed in the Action on May 11, 2026.

26. "**Court**" means the Circuit Court of Jefferson County, Alabama, Birmingham Division**,** and the Judge(s) assigned to the Action.

27. "**Credit Monitoring Services**" means three (3) years of one-bureau credit monitoring and identity theft protection services, which shall include at least One Million Dollars and Zero Cents ($1,000,000.00) in identity theft insurance.

28. "**Data Security Incident**" means the alleged incident that occurred on or around November 25, 2025, in which unauthorized third parties purportedly gained access to Defendant's systems and may have accessed Settlement Class Members' Private Information.

29. "**Defendant**" means Jefferson-Blount-St. Clair Mental Health Authority.

30. "**Defendant's Counsel**" means Jordan O'Donnell of Mullen Coughlin LLC.

31. "**Effective Date**" of this Agreement means the last date by which all of the following have occurred: (i) the Parties have executed this Agreement; (ii) the Parties have submitted to the Court and the Court has entered the Final Approval Order without material changes to the Parties' proposed Final Approval Order; and (iii) the time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired.

32. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

33. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order agreed to by the Parties, substantially in the form attached to the Motion for Final Approval.

34. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

35. "**Final Approval Order**" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be agreed to by the Parties and will be attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel. The Final Approval Order is attached hereto as **Exhibit E.**

36. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit C**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

37. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement. The Motion for Final Approval shall be filed 14 days before the Final Approval Hearing.

38. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39. "**Net Settlement Fund**" means the amount remaining in the Settlement Fund after payment or allocation of Court-approved attorneys' fees and costs, Service Awards, Settlement Administration Costs, Taxes and Tax-Related Expenses, and any other Court-approved amounts to be paid from the Settlement Fund.

40. "**Notice**" means the Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in

connection with the Motion for Preliminary Approval.

41. "**Notice Deadline**" means the last day by which the Postcard Notice must be issued to the Settlement Class. The Notice Deadline is 30 days after the entry of the Preliminary Approval Order.

42. "**Notice Program**" means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

43. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

44. "**Objection Deadline**" shall be 60 days after the Notice Deadline and is the last day by which a Settlement Class Member may file an objection to the Settlement.

45. "**Opt-Out Deadline**" shall be 60 days after the Notice Deadline and is the last day by which a Settlement Class Member may request exclusion from the Settlement .

46. "**Party**" means each of the Plaintiff(s) and the Defendant, and "Parties" means Plaintiffs and Defendant collectively.

47. "**Plaintiffs**" means Mykel Meyer, Leatoya Bell, Bonnie Powell, Sharon Atwood, Joshua Mills, Jayda Adams, Amber Brasher, on behalf of minor child C.J., and Amber Hildreth, on behalf of minor child, C.B.

48. "**Postcard Notice**" means the postcard notice with tear-off claim form, substantially in the form attached hereto as **Exhibit B**, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

49. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached

as an exhibit to the Motion for Preliminary Approval. The Preliminary Approval is attached hereto as **Exhibit D**.

50. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program.

51. "**Private Information**" means Settlement Class Members' PII and PHI that may have been impacted in the Data Security Incident, which may include: names, Social Security numbers, dates of birth, medical information medical record numbers), and other personally identifiable information or personal health information.

52. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

53. "**Released Claims**" means the claims described in Section XI of this Agreement.

54. "**Released Parties**" means Defendant, and its past, present, and future parents, companies, partnerships, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, owners, employees, stockholders, shareholders, heirs, agents, servants, insurers, reinsurers, members, managers, attorneys, vendors, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, contractors, independent contractors, subrogees, transferees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such, and including, without limitation, any Person related to any such entity who is, was, or could have been named a defendant in the Action. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

55. "**Releasing Parties**" means (i) Plaintiffs and all Settlement Class Members, (ii)

each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)–(iv).

56. "**Service Awards**" shall mean the payment the Court may award Mykel Meyer, Leatoya Bell, Bonnie Powell, Sharon Atwood, Joshua Mills, Jayda Adams, Amber Brasher, and Amber Hildreth for serving as Class Representatives.

57. "**Settlement Administrator**" means CPT Group.

58. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

59. "**Settlement Class**" means all individuals residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident, including all individuals who were sent a Notice Letter. Excluded from the Settlement Class are: (i) all persons who are governing board members of Defendant; (ii) governmental entities; (iii) the Court, the Court's immediate family, and Court staff; and (iv) any

individual who timely and validly opts-out of the Settlement. The Settlement Class is comprised of approximately 29,486 individuals.

60. "**Settlement Class Member**" means any member of the Settlement Class.

61. "**Settlement Class Member Benefit**" means Cash Payment A or Cash Payment B, elected by Settlement Class Members and the Credit Monitoring Services.

62. "**Settlement Fund**" means the non-reversionary $700,000.00 cash fund that Defendant has agreed to pay under the terms of the Settlement.

63. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

64. "**Valid Claim**" means a Claim Form submitted by a Settlement Class Member that is: (i) submitted in accordance with the provisions of the Settlement; (ii) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (iii) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (iv) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (v) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of

the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. SETTLEMENT FUND

65. Within 30 days after Preliminary Approval and receipt of all necessary information required to make payment (e.g., wiring instructions and a W-9 form and the amount for notice costs referenced below), Defendant shall deposit or cause to be deposited into the Escrow Account an amount identified by the Settlement Administrator as necessary to send settlement notices to Settlement Class Members. Such amount shall be provided by the Settlement Administrator within five (5) days of Preliminary Approval. Within 20 days after the Effective Date, Defendant shall deposit or cause to be deposited the outstanding amount of the agreed-to settlement amount ($700,000 less what Defendant paid for notice costs as referenced above) into the Escrow Account.

66. Under no circumstances shall Defendant be obligated to pay or cause to be paid more than $700,000.00. No funds shall revert back to Defendant, except in the event this Agreement is voided, cancelled, or terminated, as described in this Agreement.

67. The Settlement Fund shall be used to pay: (i) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (ii) any Service Awards awarded to Class Representatives; (iii) any attorneys' fees and costs awarded to Class Counsel; and (iv) all Settlement Administration Costs.

68. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise shall be paid from the Escrow Account, including any taxes or tax detriments that may be imposed on

Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

69. Other than the payment of the Settlement Fund monies as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund or Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund or the Escrow Account.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

70. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. SETTLEMENT CONSIDERATION

71. When submitting a Claim for a Cash Payment, Settlement Class Members must choose either Cash Payment A ***or*** Cash Payment B. If a Settlement Class Member does not submit a Valid Claim or exclusion, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to $5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Security Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable third-party documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable third-party documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected Cash Payment B.

b. Cash Payment B – Flat Cash Payment

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment in the amount of $100.00 (subject to *pro rata* increase or decrease based upon total Claim submission).

72. ***Pro Rata*** **Adjustments on Cash Payments** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust

the Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

73. **Credit Monitoring Services** – All Settlement Class Members are eligible to submit a Claim for three (3) years of one-bureau credit monitoring and identity theft protection services, which shall include at least One Million Dollars and Zero Cents ($1,000,000.00) in identity theft insurance. All Settlement Class Members may elect to receive Credit Monitoring regardless of the type of Cash Payment selected.

74. **Business Practice Changes** – Plaintiffs have received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class, the facts and circumstances of the Data Security Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class members' Private Information.

VI. SETTLEMENT APPROVAL

75. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

76. The Motion for Preliminary Approval shall, among other things, request the Court: (i) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notices of

the Settlement; (iv) approve the Claim Form and Claim process; (v) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (vi) stay the Action pending Final Approval of the Settlement; and (vii) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VII. SETTLEMENT ADMINISTRATOR

77. The Parties agree that, subject to Court approval, CPT Group shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

79. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Pay Court-approved attorneys' fees and costs, and Service Awards out of

the Settlement Fund;

l. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel;

m. Pay any required taxes out of the Settlement Fund; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

80. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

VIII. NOTICE TO THE SETTLEMENT CLASS

81. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than 7 days after entry of the Preliminary Approval Order.

82. Within 15 days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. The Postcard Notice shall be disseminated via U.S. Mail to Settlement Class Members on the Class List. The Settlement Administrator shall also publish notice of the Settlement through a press release on PR Newswire US1 Alabama Newsline. Further, Notice shall also be published on the Settlement Website.

83. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or

Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

85. **Opt-Outs –** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

86. **Objections –** The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:

a. the name of this Action, *Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority*, Case No. 01-CV-2026-901158.00 (Circuit Court of Jefferson County, Alabama, Birmingham Division).

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

88. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

89. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing

procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

90. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

IX. CLAIM FORM PROCESS AND DISBURSEMENT OF CASH PAYMENTS

91. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

92. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

93. For any Settlement Class Member who is a minor, a parent or legal guardian may submit a Claim Form on the minor's behalf. Any Settlement Class Member Benefit payable to a minor may be issued to the minor's parent or legal guardian for the benefit of the minor, subject to any further order of the Court.

94. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

95. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

96. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

97. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. If the Claim Form is rejected for incomplete or inaccurate information, missing documentation, or another curable deficiency, the Settlement Administrator shall send a Notice of Deficiency explaining what information is missing or inaccurate and what is needed to validate the Claim. The Settlement Administrator shall notify the Claimant using the contact information provided in

the Claim Form. A Claimant shall have until the Claim Form Deadline, or 21 days from the date the Notice of Deficiency is sent, whichever is later, to respond to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and adequately provide the requested information and/or documentation, the Settlement Administrator may reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

98. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

99. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

100. The Settlement Administrator shall not reject a Claim solely because of a non-material technical defect if the Claim otherwise permits the Settlement Administrator to determine that the Claimant is a Settlement Class Member and elected a Settlement Class Member Benefit.

101. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

102. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

103. No later than 75 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

104. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members with Valid Claims shall receive an email instructing them to select the type of payment they wish to receive. Upon issuance of the email, Settlement Class Members shall have 30 days to select their method of payment. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

105. If funds remain in the Net Settlement Fund after the initial distribution and after the time for cashing or depositing Settlement Checks has expired, the Settlement Administrator shall make a second pro rata distribution to Settlement Class Members who submitted Valid Claims and successfully cashed or deposited their initial payments, provided that the average second distribution would be at least $5.00 per recipient. If a second distribution is not economically feasible, any remaining funds shall be distributed to a Court-approved *cy pres* recipient agreed upon by the Parties.

VI. FINAL APPROVAL ORDER AND FINAL JUDGMENT

106. Plaintiffs shall file their Motion for Final Approval no later than **14 days** before the Final Approval Hearing. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

107. At or following the Final Approval Hearing, the Court will determine whether to

enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate, and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

VII. SERVICE AWARDS, ATTORNEYS' FEES, AND COSTS

108. **Service Awards** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for each Class Representative in the amount not to exceed $2,500.00 (a total of $20,000.00). If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 30 days of the Effective Date. The

Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

109. ***Attorneys' Fees and Costs*** – Class Counsel may apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs. The Application for Attorneys' Fees, Costs, and Service Awards shall be filed at least **14 days** before the Objection Deadline and Opt-Out Deadline. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within 30 days of the Effective Date.

110. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

X. DISPOSITION OF RESIDUAL FUNDS

111. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 90-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court.

XI. RELEASES

112. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all past, present, and future liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs,

attorneys' fees, losses and remedies, 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 state 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 third-party beneficiary 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, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, including, but not limited to assigned claims and any all "Unknown Claims" as defined below, that result from, arise out of, are based upon, or relate to: (i) the Data Security Incident; or (ii) any of the allegations, occurrences, facts, or circumstances, or alleged violations of laws or regulations cited in or which could have been cited in the Complaint or the Action (collectively, the "Released Claims").

113. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released

Parties in any jurisdiction.

114. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

115. "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 Agreement. With respect to any and all Released Claims, the 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.**

Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agree that, as of the Effective Date, they shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement, including the Unknown Claims. Further, each of those individuals agrees and acknowledges that they shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if they never receive actual notice of the Settlement and/or never receive a Cash Payment from the Settlement. The 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.

116. Upon the Effective Date: (i) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (ii) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties,

whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. TERMINATION OF SETTLEMENT

117. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XI of this Agreement;

b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;

c. The Court has entered the Final Approval Order substantially in the form agreed to by the Parties and attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

118. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

119. In the event that within twenty-one (21) days after the Opt-Out Deadline, there have been requests for exclusion totaling more than two hundred (200) individuals, Defendant shall have the right to terminate the Agreement in its entirety.

120. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have no further force and

effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

121. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendant. The Settlement Administrator shall return all remaining amounts in the Settlement Fund to Defendant within 21 days of termination.

XIII. EFFECT OF TERMINATION

122. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

123. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. NO ADMISSION OF LIABILITY

124. This Agreement reflects the Parties' compromise and settlement of disputed claims.

This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

125. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

126. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

127. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission

of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability 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 the Action or in any proceeding in any court, administrative agency, or other tribunal.

128. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. MISCELLANEOUS PROVISIONS

129. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

130. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

131. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

132. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

133. Integration and No Reliance. This Agreement constitutes a single, integrated

written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

134. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

135. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Alabama, without regard to the principles thereof regarding choice of law.

136. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

137. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

138. Notices. All notices provided for herein shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiffs or Class Counsel:

Jonathan S. Mann (MAN057)
PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C.
2001 Park Place North, Suite 1100
Birmingham, AL 35203
jonm@pittmandutton.com

If to Defendant or Defendant's Counsel:

Jordan O'Donnell
MULLEN COUGHLIN
426 W. Lancaster Ave, Suite 200
Devon, PA 19333
jsodonnell@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

140. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

141. Authority. Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their

behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

142. Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

143. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (i) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (ii) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, which will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently

occurring or otherwise.

144. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

145. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

146. Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represent that, as of the date of execution of this Agreement, they are not aware of any other filed action by Class Counsel against Defendant arising from the Data Security Incident, other than the Action. Nothing in this paragraph shall require Class Counsel to make representations concerning unknown potential claimants, independent third parties, or matters outside Class Counsel's knowledge.

147. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

[Signature Page to Follow]

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

Signature: Mykel Meyer (Jul 30, 2026 12:03:13 CDT)
Email: mykelmeyer01@gmail.com

_____
MYKEL MEYER
Date: 2026.07.30

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
LEATOYA BELL
Date: _____

_____
BONNIE POWELL
Date: _____

_____
JOSHUA MILLS
Date: _____

_____
JAYDA ADAMS
Date: _____

_____
SHARON ATWOOD
Date: _____

_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

Amber Hildreth
_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: 07-22-2026

_____
LEATOYA BELL
Date: _____

_____
BONNIE POWELL
Date: _____

_____
JOSHUA MILLS
Date: _____

_____
JAYDA ADAMS
Date: _____

_____
SHARON ATWOOD
Date: _____

_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
Leatoya Bell (Jul 22, 2026 11:18:27 CDT)
LEATOYA BELL
Date: Jul 22, 2026

_____
BONNIE POWELL
Date: _____

_____
JOSHUA MILLS
Date: _____

_____
JAYDA ADAMS
Date: _____

_____
SHARON ATWOOD
Date: _____

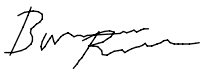
_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
LEATOYA BELL
Date: _____


_____
BONNIE POWELL
Date: 07/23/2026

_____
JOSHUA MILLS
Date: _____

_____
JAYDA ADAMS
Date: _____

_____
SHARON ATWOOD
Date: _____

_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
LEATOYA BELL
Date: _____

_____
BONNIE POWELL
Date: _____

Joshua Mills
_____
JOSHUA MILLS
Date: 07-22-2026

_____
JAYDA ADAMS
Date: _____

_____
SHARON ATWOOD
Date: _____

_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
LEATOYA BELL
Date: _____

_____
BONNIE POWELL
Date: _____

_____
JOSHUA MILLS
Date: _____

Jayda Adams
JAYDA ADAMS
Date: 07-29-2026

_____
SHARON ATWOOD
Date: _____

_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

Document Ref: 833NJ-QNM6U-DMYGK-MTJE6

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
LEATOYA BELL
Date: _____

_____
BONNIE POWELL
Date: _____

_____
JOSHUA MILLS
Date: _____

_____
JAYDA ADAMS
Date: _____

ID x8tp1PTTnqXSyWMuEnTk5Xbz
SHARON ATWOOD
Date: 7/28/2026

_____
AMBER BRASHER
On behalf of minor child C.J.
Date: _____

PLAINTIFFS, ON BEHALF OF THEMSELVES AND THE SETTLEMENT CLASS:

_____
MYKEL MEYER
Date: _____

_____
AMBER HILDRETH
On behalf of minor child C.B.
Date: _____

_____
LEATOYA BELL
Date: _____

_____
BONNIE POWELL
Date: _____

_____
JOSHUA MILLS
Date: _____

_____
JAYDA ADAMS
Date: _____

_____
SHARON ATWOOD
Date: _____

Amber Brasher
_____
AMBER BRASHER
On behalf of minor child C.J.
Date: 07-30-2026

Document Ref: 8ARQ7-JBFXN-5VWFO-LSGUW

COUNSEL FOR PLAINTIFFS AND THE SETTLEMENT CLASS:

Jonathan Mann
PITTMAN DUTTON HELLUMS
BRADLEY & MANN, P.C.
Date: 7/29/2026

DEFENDANT:

Jefferson-Blount-St. Clair Mental Health Authority

Position: EXECUTIVE DIRECTOR

Date: 07/22/26

EXHIBIT A

Must be postmarked or submitted online NO LATER THAN [Deadline]

Jefferson-Blount-St. Clair Data Security Incident
PO Box 19504
Irvine, CA 92623
[Website URL]

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you are an individual residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident involving Jefferson-Blount-St. Clair Mental Health Authority, including individuals who were sent a Notice Letter, and if you did not opt out of the Settlement, you may submit a Claim.

The easiest way to submit a claim is online at [Website URL], but you can also complete and mail this Claim Form to the address above.

You may submit a Claim for one of the following Cash Payment options. Regardless of whether you elect to receive a Cash Payment, you are also eligible to submit a Claim for Credit Monitoring Services.

Cash Payment A – Documented Losses. You are eligible to submit a Claim for a Cash Payment for Documented Losses for up to $5,000.00 per Settlement Class Member upon presentment of reasonable third-party documentation of losses related to the Data Security Incident. You will not be reimbursed for expenses if you have already been reimbursed for the same expenses by another source. If you do not submit reasonable documentation supporting a loss, or if the Settlement Administrator rejects your Claim and you do not cure it, your Claim will be treated as if you elected Cash Payment B.

Cash Payment B – Flat Cash Payment. As an alternative to Cash Payment A, you may elect to receive Cash Payment B, which is a flat cash payment in the amount of $100.00, subject to pro rata increase or reduction depending on the total number and amount of Valid Claims submitted.

Credit Monitoring: In addition to electing Cash Payment A or Cash Payment B, you are eligible to submit a Claim for three (3) years of one-bureau credit monitoring and identity theft protection services, which shall include at least $1,000,000.00 in identity theft insurance. Enrollment instructions will be provided following final approval of the Settlement.

Claims must be submitted online or mailed by [Deadline]. Use the address at the top of this form for mailed claims.

For more information and complete instructions, visit [Website URL].

Settlement benefits will be distributed after the Settlement is approved by the Court and final.

Your Information

This information will be used solely to contact you and to process your Claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [email@cptgroup.com].

First Name | MI | Last Name

Mailing Address

City | State | ZIP Code

Phone Number

– –

Email Address

CPT ID (Referenced on the notice mailed to you)

Credit Monitoring

☐ Check this box to receive three (3) years of one-bureau credit monitoring and identity theft protection services

Cash Payment

You may elect to receive **one** of the following Cash Payment options.

1. Cash Payment A – Documented Losses: You can receive reimbursement for up to $5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Security Incident.

Examples of losses may include, but are not limited to: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss was incurred on or after the date of the Data Security Incident; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. "Self-prepared" documents such as handwritten receipts, personal certifications, declarations, or affidavits alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To receive reimbursement for Documented Losses, provide the details below and attach supporting documentation such as copies of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions). You may attach additional pages if needed.

Date	Description of Expense and Supporting Documents	Amount

2. Cash Payment B – Flat Cash Payment: As an alternative to Cash Payment A, you may elect to receive Cash Payment B, which is a flat cash payment in the amount of $100.00, subject to pro rata increase or reduction depending on the total number and amount of Valid Claims submitted.

☐ Check this box to receive a Flat Cash Payment.

How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, file your claim at [Website URL].

Signature

I declare under penalty of perjury under the laws of the United States that the information provided in this Claim Form is true and correct, that I am eligible to submit a Claim in this Settlement, and that I have completed this Claim Form to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

_____ Date: _____ - _____ - _____

Signature MM DD YYYY

_____

Print Name

EXHIBIT B

A Settlement has been proposed in a class action lawsuit against Jefferson-Blount-St. Clair Mental Health Authority ("Defendant") relating to an alleged cyberattack that occurred on or around November 25, 2025 (the "Data Security Incident").

WHO IS IN THE SETTLEMENT? You are included as a Settlement Class Member if you are an individual residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident, including individuals who were sent a Notice Letter.

WHAT CAN I GET? You may file a Claim for **one** of the Cash Payments below and Credit Monitoring Services.

- **Cash Payment A – Documented Losses:** You may file a Claim for documented losses up to $5,000.00 per Settlement Class Member with reasonable third-party documentation showing unreimbursed losses related to the Data Security Incident.
- **Cash Payment B – Flat Cash Payment:** As an alternative to Cash Payment A, you may elect to receive a flat cash payment in the amount of $100.00, subject to pro rata increase or decrease based upon total Claim submissions.
- **Credit Monitoring Services:** In addition to a Cash Payment, you may also elect to receive three (3) years of one-bureau credit monitoring and identity theft protection services.

CLAIM FORM. The easiest way to submit a Claim is online at [Website URL]. Use your CPT ID and Passcode located on the front of this postcard to access your Claim Form. If you prefer to mail in a Claim Form, a downloadable version is available on the Settlement Website, or you can complete and return the attached Postcard Claim Form for Cash Payment B only. Your Claim Form must be submitted by [Deadline].

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must request to be excluded ("Opt-Out") by [Deadline]. If you want to remain part of the Settlement, you may submit a written objection by [Deadline]. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. A more detailed notice is available on the Settlement Website at [Website URL] that explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [Date/Time] to decide whether to approve the Settlement, attorneys' fees of up to 33.33% of the Settlement Fund, reimbursement of Class Counsel's costs and expenses, and Service Awards of up to $2,500.00 for each Class Representative. You may attend the hearing at your own expense, but you are not required to do so. This notice is a summary. For more information, visit [Website URL]. If you have questions, contact the Settlement Administrator at toll-free [1-800-xxx-xxxx] or by email at [email@cptgroup.com].

PLACE STAMP HERE

Jefferson-Blount-St. Clair
Data Security Incident
PO Box 19504
Irvine, CA 92623

PRESORTED
First Class
U.S. Postage
PAID

COURT APPROVED LEGAL NOTICE
In the Circuit Court of Jefferson County, Alabama, Birmingham Division

Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority
Case No. 01-CV-2026-901158.00

If your Private Information was potentially involved in the Data Security Incident involving Jefferson-Blount-St. Clair Mental Health Authority on or around November 25, 2025, you may be entitled to Settlement Benefits from a class action settlement.

A Court has authorized this Notice.
This is not a solicitation from a lawyer.

Jefferson-Blount-St. Clair
Data Security Incident
PO Box 19504
Irvine, CA 92623

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»
Passcode: «Passcode»
«FullName»
«Address1» «Address2»
«City», «State» «Zip»

POSTCARD CLAIM FORM

Complete and return this Claim Form to receive a Cash Payment by no later than [Deadline]. Only one Claim Form may be submitted per Settlement Class Member. To submit a Claim for Documented Losses with supporting documentation, visit the Settlement Website at [Website URL].

To submit a Claim, select the Cash Payment – Flat Cash and/or Credit Monitoring Services below if applicable, complete the address change section if applicable, sign and date this Claim Form, and mail it by the deadline. **Claim Forms that are not signed or do not include a completed checkbox will not be accepted.**

Cash Payment B – Flat Cash Payment

☐ Check this box to receive flat cash payment in the amount of $100.00, subject to pro rata increase or decrease based upon total Claim submissions.

Credit Monitoring Services

☐ Check this box to receive three (3) years of one-bureau credit monitoring and identity theft protection services.

Payment A paper check will be sent to the same address as this Notice unless you update your address below. If you prefer an electronic payment such as PayPal, Venmo, or Direct Deposit, file your Claim at www.[Website Address].com.

Address Change If your address is different from the preprinted one on the front of this postcard, print your correct information here. Address:_____City: _____State: ____ Zip: _____

Sign and Date Your Claim Form By signing my name below, I declare under penalty of perjury under the laws of the United States and the State of Alabama that the information included on this Claim Form is true and correct, that I am eligible to submit a claim in this Settlement, and that I have completed this Claim Form to the best of my knowledge.

Signature:_____ Printed Name:_____ Date:_____

Email:_____ Phone Number: _____

CPT ID: «ID» / Claimant: «FullName»

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the Circuit Court of Jefferson County, Alabama, Birmingham Division

Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority
Case No. 01-CV-2026-901158.00

A Court has authorized this Notice. This is not a solicitation from a lawyer.

If your Private Information was potentially involved in the Data Security Incident involving Jefferson-Blount-St. Clair Mental Health Authority on or around November 25, 2025, you may be entitled to Settlement Benefits from a class action settlement.

- A Settlement has been proposed in a class action lawsuit against Jefferson-Blount-St. Clair Mental Health Authority ("Defendant") relating to an alleged cyberattack that occurred on or around November 25, 2025 (the "Data Security Incident"). On March 9, 2026, Defendant began sending notice letters to potentially impacted individuals. The Action alleges that Defendant was negligent or otherwise responsible for failing to prevent the Data Security Incident from occurring. Defendant denies all allegations. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.
- If you are an individual residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident, including if you were sent a Notice Letter, you are included in this Settlement as a "Settlement Class Member."
- Under the Settlement, Defendant has agreed to establish a non-reversionary $700,000.00 Settlement Fund to pay: (a) Cash Payments; (b) Credit Monitoring Services; (c) Settlement Administration Costs; (d) Court-approved attorneys' fees and costs; and (e) Court-approved Service Awards.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	You will not receive a cash payment or Credit Monitoring Services. You will remain a member of the Settlement Class, be bound by the Settlement if it is approved by the Court and give up the right to sue Defendant over the claims resolved by the Settlement.	**No Deadline**
SUBMIT A CLAIM FORM	The only way to receive a cash payment and/or Credit Monitoring Services. Claims must be submitted by [Deadline].	**[Deadline]**
EXCLUDE YOURSELF	If you ask to be excluded, you will not be able to enroll in credit monitoring or receive a cash payment, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	**[Deadline]**
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	**[Deadline]**

These rights and options**—and the deadlines to exercise them**—are explained in this Notice. The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and costs, service awards and administration costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

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

The case is known as *Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority,* Case No. 01-CV-2026-901158.00, currently pending in the Circuit Court of Jefferson County, Alabama, Birmingham Division (the "Action"). The people who filed this lawsuit are referred to as the "Plaintiffs" or "Class Representatives," and the entity sued is referred to as "Defendant."

2. What is this lawsuit about?

The lawsuit arises from the Data Security Incident. On or around November 25, 2025, Defendant determined that it had experienced a cyberattack. Defendant later reported that unauthorized access to its network occurred on November 25, 2025, and that certain files may have been subject to unauthorized access and/or acquisition. Plaintiffs allege that Defendant did not adequately protect Private Information and assert claims relating to the Data Security Incident.

Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendant denies all other claims made in the Action. By entering into the Settlement, Defendant is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely opt out of the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs' or Defendant's favor. Instead, Plaintiffs and Defendant agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class ("Class Counsel") believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are an individual residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident, including if you were sent a Notice Letter. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [1-800-xxx-xxxx] or email [email@cptgroup.com].

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (a) all persons who are governing board members of Defendant; (b) governmental entities; (c) the Court, the Court's immediate family, and Court staff; and (d) any individual who timely and validly opts out of the Settlement.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [Website URL] or call the Settlement Administrator's toll-free number at [1-800-xxx-xxxx] or email [email@cptgroup.com].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Settlement Class Member Benefits are the Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

Settlement Class Members may submit a Claim for **either** Cash Payment A – Documented Losses or Cash Payment B – Flat Cash Payment. All Settlement Class Members are also eligible to submit a Claim for Credit Monitoring Services.

Cash Payment A – Documented Losses. Settlement Class Members may submit a Claim for up to $5,000.00 per Settlement Class Member for documented losses related to the Data Security Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form, attest under penalty of perjury to incurring documented losses, and submit reasonable third-party documentation supporting the losses. Settlement Class Members will not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable third-party documentation supporting a loss, or if the Claim is rejected and not cured, the Claim will be treated as if the Settlement Class Member elected Cash Payment B.

Cash Payment B – Flat Cash Payment. As an alternative to Cash Payment A – Documented Losses, Settlement Class Members may elect to receive Cash Payment B, which is a flat cash payment in the amount of $100.00, subject to pro rata increase or decrease based upon total Claim submissions.

Credit Monitoring Services. In addition to electing Cash Payment A or Cash Payment B, all Settlement Class Members are eligible to submit a Claim for three (3) years of one-bureau credit monitoring and identity theft protection services, which shall include at least $1,000,000.00 in identity theft insurance.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive a Cash Payment and/or Credit Monitoring Services benefits under the Settlement, you **must** submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself, or opt out, from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I submit a claim?

You must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline].** You will need your name, address, telephone number, and email address (if applicable) and your unique ID and Passcode provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [Website URL]. If by mail, the Claim Form must be postmarked by **[Deadline].** You may request that a Claim Form be mailed to you by calling [1-800-xxx-xxxx] or by writing to:

Jefferson-Blount-St. Clair Data Security Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

11. What am I giving up so as to receive Settlement Benefits or to stay in the Settlement Class?

Unless you timely submit an opt-out request to exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

The Settlement Agreement in Section XI describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [Website URL], in the public Court records on file in this lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to [email@cptgroup.com] or by mail to:

Jefferson-Blount-St. Clair Data Security Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

14. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check the Settlement Website at [Website URL], email [email@cptgroup.com] or contact the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed Jonathan S. Mann of Pittman Dutton Hellums Bradley & Mann, P.C. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

16. How will Class Counsel be paid?

Class Counsel may ask the Court for an award of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs and expenses. Class Counsel will also ask the Court to approve a Service Award of $2,500.00 for each Class Representative, for a total of up to $20,000.00. If approved by the Court, attorneys' fees and costs and Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's motion for attorneys' fees and costs, and service awards will be made available on the Settlement Website at [Website URL] before the deadline for submission of objections. You may also request a copy be mailed to you by emailing the Settlement Administrator at [email@cptgroup.com].

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from, or opting out of, the Settlement.

17. How do I get out of the Settlement?

The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class in *Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority,* Case No. 01-CV-2026-901158.00. The opt-out request must be postmarked and sent to the Settlement Administrator at the following address by [Opt-Out Deadline]:

Jefferson-Blount-St. Clair Data Security Incident
Attn: Opt-outs
PO Box 19504
Irvine, CA 92623

18. If I opt-out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

19. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Security Incident. You must opt out of the Action to start your own lawsuit against Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member and do not exclude yourself, you may object to the Settlement by mailing a written objection no later than [Deadline].

For an objection to be considered by the Court, the objection must state:

a. the name of this Action, *Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority,* Case No. 01-CV-2026-901158.00 (Circuit Court of Jefferson County, Alabama, Birmingham Division);

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

g. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

h. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

k. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel. This includes taking depositions and requesting documents.

To be timely, written notice of an objection in the appropriate form must be mailed and postmarked no later than [Deadline], to the following:

Clerk of the Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Clerk of the Court Circuit Court of Jefferson County, Alabama, Birmingham Division [Address]	Jonathan S. Mann Pittman, Dutton, Hellums, Bradley & Mann, P.C. 2001 Park Place North Suite 1100 Birmingham, AL 35203	Jordan O'Donnell Mullen Coughlin 426 W. Lancaster Ave Suite 200 Devon, PA 19333	Jefferson-Blount-St. Clair Data Security Incident Attn: Objections PO Box 19504 Irvine, CA 92623

21. What is the difference between objecting and asking to opt-out?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [Date and Time] before Judge [Name] at the Court in the Circuit Court of Jefferson County, Alabama, Birmingham Division, located at [Court Address].

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [Website URL].

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself or opt out, you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will receive will not receive a Cash Payment or Credit Monitoring Services. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [Website URL]. If you have questions, contact the Settlement Administrator at toll-free [1-800-xxx-xxxx] or email [email@cptgroup.com].

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

EXHIBIT D

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

MYKEL MEYER, **AMBER HILDRETH**, on behalf of minor child **C.B.**, **LEATOYA BELL**, **BONNIE POWELL**, **JOSHUA MILLS**, **JAYDA ADAMS**, **AMBER BRASHER**, on behalf of minor child **C.J.**, and **SHARON ATWOOD**, individually, and on behalf of all others similarly situated, Plaintiffs, v. **JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY** and Fictitious Party Defendants Nos. 1 through 5, Defendants.	Case No.: 01-CV-2026-901158.00

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

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

WHEREAS, Plaintiffs, individually and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval under Alabama Rule of Civil Procedure 23, to settle this Action upon the terms and conditions stated in the Class Action Settlement Agreement and Release (the "Settlement Agreement" or "Agreement"), which, among other things and together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in the Agreement as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class

Members; (6) approve the Claim Form and Claims Process; (7) order the Settlement's opt-out and objection procedures; (8) appoint the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;

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

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

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

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally

approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All individuals residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident, including all individuals who were sent a Notice Letter.

Excluded from the Settlement Class are: (a) all persons who are governing board members of Defendant; (b) governmental entities; (c) the Court, the Court's immediate family, and Court staff; and (d) any individual who timely and validly opts out of the Settlement.

5. Pursuant to the Alabama Rules of Civil Procedure 23(a)(1)–(4), (b)(3), the Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

6. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorney is preliminarily appointed as Class Counsel for the Settlement Class—Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C..

7. The Parties have selected CPT Group to serve as the Settlement Administrator. The Court hereby approves of and appoints CPT Group and directs it to commence the Notice Program

and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

8. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that pursuant to Alabama Rule of Civil Procedure 23(c)(2), the Notice provided to Settlement Class Members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members entitled to receive notice.

9. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice Program be implemented as outlined in the Agreement.

10. No later than seven (7) days after entry of this Preliminary Approval Order, Defendant shall make available to Class Counsel and the Settlement Administrator the Class List. Within fifteen (15) days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court.

11. Settlement Class Members who wish to opt out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (60 days after the Notice Deadline). The process to opt out is set forth in the Agreement and in the Notices. Settlement Class Members who opt out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by the Final Approval Order. The opt-out request must be personally signed

by the Settlement Class Member, contain the Settlement Class Member's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

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

13. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the name of this Action, *Mykel Meyer, et al. v. Jefferson-Blount-St. Clair Mental Health Authority*, Case No. 01-CV-2026-901158.00 (Circuit Court of Jefferson County, Alabama, Birmingham Division); (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate

courts in each listed case; (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (g) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written document requests. Failure to fully and completely comply with all requirements herein will result in the Court overruling the objection without consideration.

14. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (60 days after the Notice Deadline), as specified in the Notices. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by courier, an objection shall be

deemed to have been submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and, if Final Judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the Final Judgment or any aspect thereof.

15. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

16. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Circuit Court of Jefferson County, Alabama, or virtually by Zoom. The date and time of the Final Approval Hearing will be set forth below, in the Notices, and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class

Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

17. The Court confirms the following schedule (where "Notice Deadline" means 30 days after entry of this Preliminary Approval Order and the Court, upon a showing of good cause by the Parties, may extend any of the deadlines):

EVENT	DEADLINE
Deadline to commence Notice Program	Within 30 days of Preliminary Approval
Deadline to complete Notice Program	At least 45 days before the intially scheduled Final Approval Hearing
Deadline for filing Motion for Attorneys' Fees, Costs, and Service Awards	At least 14 days before the Objection Deadline and Opt-Out Deadline
Opt-Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Claim Form Deadline	90 days after the Notice Deadline
Deadline for filing Motion for Final Approval of the Settlement	Motion for Final Approval due 14 days before the Final Approval Hearing
Final Approval Hearing	**_____, 2026 at __:__ a.m./p.m.*** ****To be scheduled by the Court at least 120 days following Preliminary Approval Order.***

18. If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this Order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

19. The Court stays all proceedings in this Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the terms of the Agreement. Upon the entry of this Order, except for proceedings necessary for Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives to implement the Settlement and complete the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

DONE AND ORDERED on this ____ day of _____, 2026.

_____
CIRCUIT COURT JUDGE

EXHIBIT E

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

MYKEL MEYER, **AMBER HILDRETH**, on behalf of minor child **C.B.**, **LEATOYA BELL**, **BONNIE POWELL**, **JOSHUA MILLS**, **JAYDA ADAMS**, **AMBER BRASHER**, on behalf of minor child **C.J.**, and **SHARON ATWOOD**, individually, and on behalf of all others similarly situated, Plaintiffs, v. **JEFFERSON-BLOUNT-ST. CLAIR MENTAL HEALTH AUTHORITY** and Fictitious Party Defendants Nos. 1 through 5, Defendants.	Case No.: 01-CV-2026-901158.00

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

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jonathan S. Mann as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was made

available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were _____ objections to the Settlement and _____ Settlement Class Members opted out of the Settlement;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

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

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Class Action Settlement Agreement and Release.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Alabama Rule of Civil Procedure 23(c)(2), and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered the complex legal and factual nature of the Action, the risks involved with continued litigation, and the fact that the Settlement is the result of arm's-length negotiations presided over by an experienced class action mediator.

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

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

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

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

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Alabama Rule of Civil Procedure 23(a), (b)(2), and (b)(3), solely for purposes of the Settlement, in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the

Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were _____ objections to the Settlement and _____ opt-outs, indicating an overwhelmingly positive reaction from the Settlement Class, as well as the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> All individuals residing in the United States or its territories whose Private Information was determined to have been potentially impacted in the Data Security Incident, including all individuals who were sent a Notice Letter.

Excluded from the Settlement Class are (i) all persons who are governing board members of Defendant; (ii) governmental entities; (iii) the Court, the Court's immediate family, and Court staff; and (iv) any individual who timely and validly opts-out of the Settlement.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties from the Released Claims and shall be forever barred from instituting, maintaining, or prosecuting any Released Claims.

16. Neither the Settlement, the Agreement, this Final Approval Order, nor any act performed or document executed pursuant to or in furtherance of the Settlement is, may be deemed

to be, or may be used as an admission of the validity of any claim, or of any wrongdoing, fault, omission, or liability by any Released Party.

17. Class Counsel is awarded $_____ for attorneys' fees and costs. These payments shall be paid from the Settlement Fund in accordance with the Agreement. The Court has evaluated Settlement Class Counsel's request and concludes that the amount is fair and within the range of reason.

18. The Class Representatives shall be awarded Service Awards in the amount of $_____. The Service Awards shall be paid from the Settlement Fund in accordance with the Agreement.

19. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further

force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Alabama Rule of Civil Procedure 54(b).

DONE AND ORDERED this _____ day of _____, 2026.

_____
CIRCUIT COURT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $700K Jefferson-Blount-St. Clair Mental Health Authority Settlement Wraps Up Lawsuit Over 2025 Data Breach