AlaFile E-Notice

01-CV-2025-904388.00

Judge: TAMARA HARRIS JOHNSON

To: DOTSON MICHAEL JEREMY
jeremy.dotson@wilsonelser.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

PAMELA MARSH V. METHODIST HOME CARE, INC., D/B/A METHODIST HOMES OF AL
01-CV-2025-904388.00

The following matter was FILED on 6/4/2026 10:56:56 AM

C001 MARSH PAMELA

C002 CROSS TASHA

C003 GOODMAN POLLIE SUE

C004 LESHORE NANCY

C005 SMITH ADRIANE

C006 WILLIAMS SHARON

PLAINTIFFS' UNOPPOSED MOTION & MEMO IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEM

[Filer: MANN JONATHAN STEPHEN]

Notice Date: 6/4/2026 10:56:56 AM

JACQUELINE ANDERSON SMITH
CIRCUIT COURT CLERK
JEFFERSON COUNTY, ALABAMA
716 RICHARD ARRINGTON, JR BLVD
BIRMINGHAM, AL, 35203

205-325-5355
jackie.smith@alacourt.gov

ELECTRONICALLY FILED
6/4/2026 10:56 AM
01-CV-2025-904388.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

IN RE METHODIST HOME CARE, INC. DATA INCIDENT LITIGATION,	Master File No. 01-CV-2025-904388.00
This Document Relates To: **ALL ACTIONS**	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement" or "Agreement"),[1] dated as of March 31, 2026 is entered into between Plaintiffs Pamela Marsh, Tasha Cross, Pollie Sue Goodman, Nancy Leshore, Adriane Smith and Sharon Williams, on behalf of themselves and the Settlement Class, and Defendant Methodist Home for the Aging, sued as Methodist Home Care, Inc., d/b/a Methodist Homes of Alabama and Northwest Florida. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a non-profit corporation that owns and operates senior housing facilities across Alabama and Florida, providing services such as skilled nursing care, short-term rehabilitation care, assisted living services, specialty care assisted living services and affordable independent living housing.

2. In the course of operating its business, Defendant maintains personally identifiable information and protected health information pertaining to its employees, patients, and residents.

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

3. On or about October 14, 2024, Defendant detected unusual activity within its network environment. In response, Defendant immediately secured its network and brought in an independent digital forensics and incident response firm to conduct a thorough investigation.

4. The investigation revealed that an unauthorized actor accessed and potentially acquired the sensitive data of employees, patients, and residents from Defendant's network between October 2, 2024, and October 14, 2024 (the "First Data Security Incident"). The threat actor responsible for this incident has not been publicly identified.

5. Defendant reported to the Maine Attorney General's office that the total number of individuals affected by the First Data Security Incident is 25,579.

6. On October 3, 2025, Defendant issued a notice of public disclosure about the First Data Security Incident and began sending notice letters to impacted individuals.

7. On or about May 21, 2025, Defendant suffered a second incident, as evidenced by unauthorized activity in a user's email account. In response, Defendant secured its systems and retained cybersecurity professionals to investigate the incident.

8. The investigation revealed that an unauthorized actor accessed and potentially acquired the sensitive data of employees, patients, and residents from Defendant's network between May 8, 2025, and May 21, 2025 (the "Second Data Security Incident"). The threat actor responsible for this breach has not yet been publicly identified.

9. On December 11, 2025, Defendant mailed letters to affected individuals for whom it had adequate contact information to send notice.

10. On January 6, 2026, Defendant issued a notice of public disclosure about the Second Data Security Incident on its website: https://www.methodisthomes.org/mh-notice-of-data-security-incident.

11. The following types of Private Information were allegedly implicated as a result of the First Data Security Incident and the Second Data Security Incident (collectively, "the Data Security Incident"): first and last names, Social Security number, date of birth, Medicare number, medical treatment and condition information, passport number, driver's license or state identity card information, health insurance information, and online log-in information corresponding with the individuals whose email account was impacted.

12. Class Counsel conducted extensive research on how each Data Security Incident occurred, the type of information involved, the demographics of the Class, Defendant's response to the incidents and other related issues.

13. On October 10, 2025, Plaintiff Pamela Marsh filed a Class Action against Defendant. Between October 10 and October 21, 2025, four additional actions were filed against Defendant relating to the First Data Security Incident. On November 19, 2025, Plaintiffs filed an Unopposed Motion to Consolidate Related Actions and Appoint Interim Co-Lead Class Counsel. On December 11, 2025, the Court granted the motion consolidating the related actions and appointed Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Philip J. Krzeski of Chestnut Cambronne PA, and Scott E. Cole of Cole & Van Note as Interim Co-Lead Class Counsel.

14. On January 26, 2026, Plaintiffs filed a Consolidated Class Action Complaint that included allegations relating to the First Data Security Incident and the Second Data Security Incident.

15. After the Court appointed Interim Co-Lead Class Counsel, the Parties discussed the prospects for early resolution. Thereafter, the Parties exchanged informal discovery to evaluate the merits of Defendant's position and Plaintiffs' claims. Over the course of eight weeks, the Parties

engaged in extensive arms-length negotiations, and ultimately agreed upon the material terms of a Settlement.

16. The Parties now agree to settle the Action entirely, without any admission or finding 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 or finding 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 or finding 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.

NOW, THEREFORE, in light of 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

16. "Action" means the lawsuit entitled: *In Re Methodist Home Care, Inc. Data*

Incident Litigation, Case No. 01-CV-2025-904388.00, currently pending in the Circuit Court of Jefferson County, Alabama, Birmingham Division.

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

18. "Cash Payment" means compensation paid to Settlement Class Members who submit a valid Claim.

19. "Claim" means the submission of a Claim Form by a Claimant.

20. "Claim Form" means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

21. "Claim Form Deadline" shall be 90 days after the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

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

23. "Class Counsel" means: Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Philip J. Krzeski of Chestnut Cambronne PA, and Scott Edward Cole of Cole & Van Note.

24. "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. Class List shall include the Settlement Class's names, email address (if available), and postal address (if available).

25. "Class Representatives" means the Plaintiffs.

26. "Complaint" means the Consolidated Class Action Complaint filed in the Action on January 26, 2026.

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

28. "Data Security Incident" collectively means the alleged incidents that occurred on or around (i) October 2, 2024 and October 14, 2024 and (ii) May 8, 2025 and May 21, 2025, in which unauthorized third parties potentially gained access to Defendant's computer system, including Defendant's email system, which included Settlement Class Members' Private Information.

29. "Defendant" means Methodist Home for the Aging, sued as Methodist Home Care, Inc., d/b/a Methodist Homes of Alabama and Northwest Florida.

30. "Defendant's Counsel" means David M. Ross of Wilson, Elser, Moskowitz, Edelman & Dicker, LLP.

31. "Effective Date" of this Agreement means the last date by which all of the following have occurred: (a) the Parties have executed this Agreement, (b) 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 (c) 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. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

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, 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 Award for Class Representatives.

35. "Final Approval Order" means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order 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 and Service Awards.

36. "Long Form Notice" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, 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.

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

39. "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.

40. "Notice Date" means 30 days after entry of the Preliminary Approval Order.

41. "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.

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

43. "Objection Period" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date.

44. "Opt-Out Period" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 days after the Notice Date.

45. "Party" means each of the Plaintiffs and the Defendant, and "Parties" means Plaintiffs and Defendant collectively.

46. "Plaintiffs" means Pamela Marsh, Tasha Cross, Pollie Sue Goodman, Nancy Leshore, Adriane Smith and Sharon Williams.

47. "Postcard Notice" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

48. "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.

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

50. "Private Information" means Settlement Class Members' information that may have been accessible in the Data Security Incident, which may include first and last names, Social

Security number, date of birth, Medicare number, medical treatment and condition information, passport number, driver's license or state identity card information, health insurance information, and online log-in information corresponding with the individuals whose email account was accessed.

51. "Releases" means the releases and waiver set forth in Section XIII of this Agreement.

52. "Released Claims" means the claims described in Section XIII of this Agreement.

53. "Released Parties" means Defendant, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. 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.

54. "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 Plaintiffs 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).

55. "Service Award" shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives.

56. "Settlement Administrator" means CPT Group.

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

58. "Settlement Class" means all persons whose Private Information was potentially accessible as a result of the Data Security Incident. 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.

59. "Settlement Class Member" means any member of the Settlement Class.

60. "Settlement Class Member Benefit" means the benefits elected by Settlement Class Members described in Paragraph 68.

61. "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.

62. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement, (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member, (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury, (d) 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 (e) 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 Benefits

63. Defendant will deposit into the Escrow Account sufficient funds for the Settlement Administrator to pay all Approved Claims, Service Awards, and Attorneys' Fees and Costs within 25 days after the occurrence of all of the following: (1) the Effective Date; (2) receipt by Defendant of forms W-9 and signed ACH payment authorization information from all payees, Escrow Account or Settlement Administrator; and (3) the Settlement Administrator's determination and communication to Defendant of the total amount necessary to pay all Claims determined to be Valid Claims. In the event of any disputed claim, Defendant will deposit additional funds sufficient to pay any disputed claim that the Settlement Administrator resolves in favor of the Claimant

within 25 days after being advised of the Settlement Administrator's resolution of the disputed claim, including the amount of funds sufficient to pay such claim(s).

64. No funds deposited into the Escrow Account shall revert back to Defendant, except (i) in the event this Agreement is voided, cancelled, or terminated, as described in Paragraphs 110-114 in this Agreement, or (ii) as provided in Paragraph 105 regarding residual funds and uncashed checks.

65. 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).

66. Other than the payment of the monies as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Escrow Account, investment of the 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 Escrow Account or its disbursement, payment of administrative, legal,

accounting, or other cost occasioned by the use or administration of the Escrow Account.

IV. Certification of the Settlement Class

67. 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

68. **Claims-made Basis.** The Settlement shall be administered on a wholly claims-made basis. To receive relief, Settlement Class Members must submit a valid and timely claim to the Settlement Administrator. Claims will be subject to review for timeliness, completeness, and validity by the Settlement Administrator.

a. Settlement Cap

The overall amount for all payments made by Defendant to Settlement Class Members for Settlement Benefits shall not exceed three hundred fifty thousand dollars ($350,000), exclusive of Settlement Administration Costs, Service Awards and Attorneys' Fees and Costs. To the extent the total amount of the Valid Claims exceeds $350,000 to Settlement Class Members, the Valid Claims shall be decreased in an amount *pro rata.*

b. Compensation for Ordinary Losses

Defendant will provide compensation for unreimbursed expenses and time expended addressing the Data Security Incident, up to a collective total of three thousand five hundred dollars ($3,500) per Settlement Class Member. Compensation for Ordinary Losses shall be paid upon submission of a valid and timely claim form and supporting documentation. Ordinary Losses are:

(1) Out-of-Pocket Expenses incurred as a result of the Data Security Incident, including, without limitation, out-of-pocket expenses incurred as a result of the Data Security Incident, including unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between October 2, 2024 and the date that the Motion for Preliminary Approval is filed;

(2) The cost of purchasing credit monitoring or other identity theft insurance products purchased between October 2, 2024 and the date that the Motion for Preliminary Approval is filed; and

(3) *Up to 3 hours of time spent*, at twenty-five dollars ($25.00) per hour for time spent dealing with the Data Security Incident. Settlement Class Members will fill in a blank on the Claim Form to describe their lost time.

c. **Compensation for Extraordinary Losses**

Defendant will provide compensation up to five thousand dollars ($5,000) per Settlement Class Member for proven extraordinary losses. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that:

(1) the loss is an actual documented and unreimbursed monetary loss;

(2) the Claimant provides proof to the Settlement Administrator that the loss was proximately caused by the Data Security Incident;

(3) the Claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and

(4) the loss occurred between the date of the Data Security Incident and the date that the Motion for Preliminary Approval is filed.

d. **Alternative Cash Payment**

In the alternative to submitting a claim for Ordinary Losses or Extraordinary Losses, Settlement Class Members who submit a Valid Claim may elect to receive a flat cash payment of $52.50.

69. **Credit Monitoring.** All Settlement Class Members who were offered, or who previously claimed, the at least 12 months of credit monitoring offered to them shall be permitted to file a claim for an additional 1-year term of single bureau credit monitoring (i.e., up to at least 2 years total). The value of credit monitoring is $1,500,000.

70. **Assessing Claims For Ordinary Losses and Extraordinary Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member and whether the claim submission was timely. Settlement Class Members claiming losses must submit substantial and plausible documentation supporting their claims. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Ordinary Losses or Extraordinary Losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation reflects valid losses actually and reasonably incurred and reflects losses that are more likely than not caused by the Data Security Incident; however, the Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making individual determinations. In assessing what qualifies as more likely than not caused by the Data Security Incident, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after October 2, 2024, (ii) whether, as to Extraordinary Losses, the Private Information used to commit identity theft or fraud consisted of the type of Private Information identified in Defendant's Notice of the Data Security Incident, and (iii) whether the documentation is valid and credible. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. Mail) to seek clarification regarding a submitted claim prior to deciding its validity and may also consider evidence provided by Defendant.

71. **Business Practice Changes** – Defendant will confidentially provide a comprehensive list of the remedial measures Defendant has undertaken following the Data Security Incident, the valuation of which is estimated in excess of $400,000. Plaintiffs have received assurances that Defendant will continue to take reasonable steps to further secure its systems and environments and that these efforts are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Private Information. Defendant has paid, and will continue to pay, the costs of these security enhancements separate and apart from the cash component paid to Settlement Class Members.

72. **Total Economic Value** – The Total Economic Value of the Settlement is $2,665,000, which is the aggregate sum of the $350,000 Settlement Cap, the up to $375,000 payment for Attorneys' Fees and Costs, the up to $12,000 payment for Service Awards, the $1,500,000 value of Credit Monitoring (estimated at $60 per year per Settlement Class Member), the estimated Settlement Administration costs of $40,000, and Defendant's Business Practice Changes valued at approximately $400,000.

VI. Settlement Approval

73. 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 for Preliminary Approval.

74. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable, (2) provisionally certify the Settlement Class for settlement purposes only, (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement, (4) approve the Claim Form and Claim process, (5) approve the procedures for

individuals in the Settlement Class to opt-out of or object to the Settlement, (6) stay the Action pending Final Approval of the Settlement and enjoin Settlement Class Members from pursuing any Released Claims against the Released Parties pending Final Approval, and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

75. 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.

76. 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.

77. 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 Escrow Account approved by the Parties;

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

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 and the types of Claims and associated amounts 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 Valid Claims by electronic means or by paper check;

k. Pay Court-approved Attorneys' Fees and Costs, and Service Awards;

l. Pay Settlement Administration Costs following approval by Class Counsel and Defendant's Counsel;

m. Pay any required taxes; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, verifying that the payments for Valid Claims have been properly distributed.

78. 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

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

80. Within 30 days following the entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Notice shall also be published on the Settlement Website.

81. 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 Award, 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.

82. 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.

83. **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.

84. **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.

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

a. the name of this Litigation (*In Re Methodist Home Care, Inc. Data Incident Litigation*, Case No. 01-CV-2025-904388.00);

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 five (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 five (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).

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

87. 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 LexisNexis database that can be utilized for such purposes. Within five (5) days after the Settlement Administrator's receipt

of any Postcard Notices, the Settlement Administrator shall re-mail the Postcard Notice using any forwarding address provided by the USPS. The Settlement Administrator shall have no obligation to make further attempts to locate or send Postcard Notice to Settlement Class Members whose Postcard Notice is returned by the USPS a second time.

IX. Claim Form Process and Disbursement of Cash Payments

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply 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 completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

94. 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.

95. 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 10 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; and

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

96. 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.

97. 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.

98. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

99. Cash Payments to Settlement Class Members will be made electronically or by paper check. 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.

X. Final Approval Order and Final Judgment

100. Plaintiffs shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 30 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 Award. 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 Award, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

101. 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 Award. 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.

XI. Service Awards, Attorneys' Fees and Costs

102. **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 Service Awards for each of the Class Representatives in the amount not to exceed $2,000 per Class Representative. If approved, the Service Awards shall be paid by the Settlement Administrator within 10 days after Defendant's deposit into the Escrow Account sufficient funds for the Settlement Administrator to pay all Approved Claims pursuant to Paragraph 63. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits.

103. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs of up to $375,000. The Attorneys' Fees and Cost Award approved by the Court shall be paid by the Settlement Administrator by wire transfer to an account designated by Class Counsel, within 10 days after Defendant's deposit into the Escrow Account sufficient funds for the Settlement Administrator to pay all Approved Claims pursuant to Paragraph 63.

104. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Award, and if the Court denies the application 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.

XII. Disposition of Residual Funds

105. In the event there are funds remaining from uncashed checks 20 days following the 90-day check negotiation period, all remaining funds shall be distributed to the Alabama Civil Justice Foundation.

XIII. Releases

106. 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 liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, 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, that in any way result from, arise out of, are based upon, or relate to the Data Security Incident or any of the alleged violations of laws or regulations cited in the Complaint or the Action, including but not limited to claims for compensatory, consequential, punitive, or exemplary damages, restitution, disgorgement, injunctive relief, declaratory relief, or declaratory judgment, whether on behalf of themselves or others.

107. 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.

108. Individuals in the Settlement Class who opt-out of the Settlement prior to the close of the Opt-Out Period do not release their individual 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.

109. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members and (b) 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.

XIV. Termination of Settlement

110. 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 XIII 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 Defendant has declined to timely exercise its unilateral option—in the event that more than five percent (5%) of the Settlement Class timely and validly request to opt out—to terminate this Settlement in Defendant's sole discretion;

d. The Court has entered the Final Approval Order substantially in the form 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

e. The Effective Date has occurred.

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

112. Defendant shall have the option to terminate this Agreement if more than 5% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

113. 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*.

114. In the event this Agreement is terminated or fails to become effective, all Settlement Class Member Benefits 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 or on behalf of Defendant and incurred by the Settlement Administrator. The Settlement Administrator shall return all remaining amounts in the Escrow Account to Defendant within 21 days of termination.

XV. Effect of Termination

115. The grounds upon which this Agreement may be terminated are set forth in Section XIV. 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.

116. 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.

XVI. No Admission of Liability

117. 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 or finding 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.

118. Class Counsel believes 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, and conducted an 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.

119. 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.

120. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) 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 (b) is or may be deemed to he, 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.

121. 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.

XVII. Miscellaneous Provisions

122. 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.

123. 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.

124. 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.

125. 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.

126. 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, except as provided for herein.

127. 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.

128. 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.

129. 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.

130. 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.

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

Settlement Class Counsel	Defendant's Counsel
Jonathan S. Mann PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN, P.C. 2001 Park Place North, Suite 1100 Birmingham, AL 35203 jonm@pittmandutton.com Philip J. Krzeski CHESTNUT CAMBRONNE, PA 100 Washington Ave S, Unit 1700 Minneapolis, MN 55401 pkrzeski@chestnutcambronne.com Scott Edward Cole COLE & VAN NOTE 555 12th Street, Ste. 2100 Oakland, CA 94607 sec@colevannote.com	David M. Ross WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP 1500 K Street NW, Suite 330 Washington, DC 20005 David.Ross@wilsonelser.com

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.

132. 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.

133. 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.

134. 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.

135. 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.

136. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action and (b) 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, that 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 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.

137. 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.

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

139. Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represents and warrants that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiffs and Class Counsel each represent and warrant that neither of them is aware of any potential Plaintiffs, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represents and warrants that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendant or any of the Released Parties. Class Counsel further represents and warrants that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

140. 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:

PAMELA MARSH

TASHA CROSS

POLLIE SUE GOODMAN

NANCY LESHORE

ID 3y6BJHMmiR8PsaedoFPx1Sgj

ADRIANE SMITH

SHARON WILLIAMS

CLASS COUNSEL:

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

PHILIP J. KRZESKI
CHESTNUT CAMBRONNE, PA

SCOTT EDWARD COLE
COLE & VAN NOTE

Docusign Envelope ID: 5E0E2262-9E9B-8282-8104-2BD2D9AA39

PLAINTIFFS:

Signed by:
Pamela Marsh
5C9BCBCA624D472...

PAMELA MARSH

TASHA CROSS

POLLIE SUE GOODMAN

NANCY LESHORE

ADRIANE SMITH

SHARON WILLIAMS

CLASS COUNSEL:

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

DocuSigned by:
Phil Krzeski
4E87363B5B7647E...

PHILIP J. KRZESKI
CHESTNUT CAMBRONNE, PA

SCOTT EDWARD COLE
COLE & VAN NOTE

PLAINTIFFS:

PAMELA MARSH

TASHA CROSS

POLLIE SUE GOODMAN

Nancy Ann Leshore
Nancy Ann Leshore (Apr 28, 2026 17:10:51 CDT)

NANCY LESHORE

ADRIANE SMITH

SHARON WILLIAMS

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PHILIP J. KRZESKI
CHESTNUT CAMBRONNE, PA

SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANT:



METHODIST HOME FOR THE AGING, sued as METHODIST HOME CARE, INC., D/B/A METHODIST HOMES OF ALABAMA AND NORTHWEST FLORIDA

By: MICHAEL D. GILES
Title: SVP/COO/GC

DEFENDANT'S COUNSEL:



April 27, 2026

DAVID M. ROSS
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, LLP

EXHIBIT 1

COURT APPROVED LEGAL NOTICE

Case No. 01-CV-2025-904388.00

If your Private Information was potentially accessed in a Data Security Incident that took place at Methodist Home Care in October 2024 and May 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.

PRESOTED
First Class
US Postage
PAID

Methodist Home Data Security Incident
PO Box 19504
Irvine, CA 92623

ELECTRONIC SERVICE REQUESTED

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

DOCUMENT 59

A Settlement has been reached in a class action lawsuit against Methodist Home for the Aging, sued as Methodist Home Care, Inc., d/b/a Methodist Homes of Alabama and Northwest Florida, ("Methodist Home" or "Defendant") relating to the incident discovered on or around October 2024 and May 2025, in which unauthorized third parties potentially gained access to Settlement Class Members' Private Information (the "Data Security Incident").

WHO IS IN THE SETTLEMENT? All individuals whose Private Information was potentially accessible as a result of the Data Security Incident and received a notification from Defendant about the Data Security Incident.

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

- **Compensation for Ordinary Losses and Lost Time**: You may file a claim for Ordinary Losses up to $3,500 with supporting documentation. This includes reimbursement for time spent responding to the Data Security Incident at a rate of $25.00 per hour for up to 3 hours (*i.e.*, up to $75.00).
- **Compensation for Extraordinary Losses**: You may file a claim for Extraordinary Losses up to $5,000 with supporting documentation.
- **Alternative Cash Payment**: As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect to make a claim for a flat cash payment of up to $52.50. No documentation is required. Payments may be reduced on a *pro rata* basis depending on the total value of claims submitted.
- **Credit Monitoring Services**: All Settlement Class Members may enroll in credit monitoring services.

DOCUMENT 59

CLAIM FORM. The easiest way to submit a claim is online at [Website URL]. Use the 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. 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]. A more detailed notice is available on the Settlement Website [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. 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]

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Circuit Court of Jefferson County, Alabama, Birmingham Division

In Re Methodist Home Care, Inc. Data Incident Litigation
Case No. 01-CV-2025-904388.00

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

If your Private Information was potentially accessed in a Data Security Incident that took place at Methodist Home Care in October 2024 and May 2025, you may be entitled to Settlement Benefits from a class action Settlement.

- A Settlement has been proposed in a class action lawsuit against Methodist Home for the Aging, sued as Methodist Home Care, Inc., d/b/a Methodist Homes of Alabama and Northwest Florida, ("Methodist Home" or "Defendant") relating to the incident discovered on or around October 2, 2024 and October 14, 2024 and May 8, 2025 and May 21, 2025, in which unauthorized third parties potentially gained access to Settlement Class Members' Private Information (collectively, the "Data Security Incident").
- If your Private Information was potentially accessed as a result of the Data Security Incident, including if you received a notification from Defendant about the Data Security Incident, you are included in this Settlement as a "Settlement Class Member."
- The Settlement provides for payment of up to $350,000 of monetary compensation and credit monitoring, up to $375,000 for payment for Attorneys' Fees and Costs, up to $12,000 for payment for Service Awards, and the estimated Settlement Administration costs of $40,000. Defendant also confirmed undertaking remedial measures to prevent future data security incidents—the value of which is approximately $400,000.

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

Your Legal Rights and Options		Deadline
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a Cash Payment or other benefit. Claims must be submitted by [Deadline]**.**	**[Deadline]**
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive any Cash Payment or Credit Monitoring Services, 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 and service awards. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of 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 *In Re Methodist Home Care, Inc. Data Incident Litigation*, Case No. 01-CV-2025-904388.00 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."

The Action arises from a data security incident. On or around October 2, 2024 and October 14, 2024 and May 8, 2025 and May 21, 2025, Methodist Home discovered that unauthorized third parties potentially gained access to their computer system. Defendant mailed and published notice of the Data Security Incident to Class Members.

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.

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 exclude themselves (opt-out) from the Settlement Class.

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?

You are a Settlement Class Member if your private information was potentially involved in the Data Security Incident. Defendant previously mailed notice of the Data Security Incident to Settlement Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [1-800-xxx-xxxx] or by emailing [email@cptgroup.com].

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.

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [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

By submitting a valid and timely claim for one or more benefits using the Claim Form, you may be eligible to receive a Cash Payment and Credit Monitoring Services.

Compensation for Ordinary Losses: Defendant will provide compensation for unreimbursed expenses and time expended addressing the Data Security Incident, up to a collective total of three thousand five hundred dollars ($3,500) per Settlement Class Member. Compensation for Ordinary Losses shall be paid upon submission of a valid and timely claim form and supporting documentation. Ordinary Losses are:

(1) Out-of-Pocket Expenses incurred as a result of the Data Security Incident, including, without limitation, unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between October 2, 2024 and [INSERT the date that the Motion for Preliminary Approval is granted];

(2) The cost of purchasing credit monitoring or other identity theft insurance products purchased between October 2, 2024 and [INSERT the date that the Motion for Preliminary Approval is granted]; and

(3) Up to 3 hours of time spent, at twenty-five dollars ($25.00) per hour for time spent dealing with the Data Security Incident. Settlement Class Members will fill in a blank on the Claim Form to describe their lost time.

Compensation for Extraordinary Losses: Defendant will provide compensation up to five thousand dollars ($5,000) per Settlement Class Member for proven extraordinary losses. Extraordinary losses are losses associated with identity theft, fraud, and other actual misuse of personal information, provided that:

(1) The loss is an actual documented and unreimbursed monetary loss;

(2) The claimant provides proof to the Settlement Administrator that the loss was proximately caused by the Data Security Incident; and,

(3) The claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring or identity monitoring insurance; and the loss occurred between the date of the Data Security Incident and the date that the Motion for Preliminary Approval is filed.

Settlement Class Members claiming losses must submit substantial and plausible documentation supporting their claims. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Ordinary Losses or Extraordinary Losses, but can be considered to add clarity or support other

submitted documentation and a description of how the time was spent.

Alternative Cash Payment: In the alternative to submitting a claim for Ordinary Losses or Extraordinary Losses, Settlement Class Members who submit a Valid Claim may elect to receive a flat cash payment of up to $52.50. Payments may be reduced on a *pro rata* basis depending on the total value of claims submitted.

Credit Monitoring Services: All Settlement Class Members who were offered, or who previously claimed, at least 12 months of credit monitoring offered to them shall be permitted to file a claim for an additional 1-year term of single bureau credit monitoring (i.e., up to at least 2 years total).

HOW TO GET BENEFITS FROM THE SETTLEMENT

If you would like to receive 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 the Action, 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.

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 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 a Claim Form be mailed to you by calling [1-800-xxx-xxxx] or by writing to:

Methodist Home Data Security Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

Unless you timely submit a request for exclusion to exclude yourself (opt-out), 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."

The Settlement Agreement in Section XIII describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [URL] and in the public Court records on file in this Action. 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.

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:

Methodist Home Data Security Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

If you received notice in the mail, or 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 [URL] or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

The Court has appointed Jonathan S. Mann of Pittman, Dutton, Hellums, Bradley & Mann, P.C., Philip J. Krzeski of Chestnut Cambronne PA, and Scott Edward Cole of Cole & Van Note 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.

Class Counsel will file a motion asking the Court to award attorneys' fees and costs up to $375,000. They will also ask the Court to approve up to $12,000 in payment for Service Awards ($2,000 per Class Representative). If awarded by the Court, attorneys' fees and costs and the service awards will be paid by or on behalf of Defendant. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, 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 calling the Settlement Administrator.

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.

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. The opt-out request must be postmarked and sent to the Settlement Administrator at the

following address by [Deadline]**:**

Methodist Home Data Security Incident
Attn: Opt-outs
PO Box 19504
Irvine, CA 92623

[redacted]

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.

[redacted]

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 the 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

[redacted]

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and service awards. To object, you must mail timely written notice to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator as provided below no later than [Deadline], stating you object to the Settlement.

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

a. the name of this Action (*In Re Methodist Home Care, Inc. Data Incident Litigation*, Case No. 01-CV-2025-904388.00);
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 five (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 five (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).

Clerk of the Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Jefferson County Circuit Clerk, Birmingham Division 716 Richard Arrington, Jr. Blvd. N. Birmingham, AL 35203	Jonathan S. Mann Pittman, Dutton, Hellums, Bradley & Mann, P.C. 2001 Park Place Suite 1100 Birmingham, AL 35203 Scott Edward Cole Cole & Van Note 555 12th Street Suite 2100 Oakland, CA 94607 Philip J. Krzeski Chestnut Cambronne PA 100 Washington Avenue South, Suite 1700 Minneapolis, MN 55401	David M. Ross Wilson, Elser, Moskowitz, Edelman & Dicker, LLP 1500 K Street, NW Suite 1500 Washington, DC 20005	Methodist Home Data Security Incident Attn: Objections PO Box 19504 Irvine, CA 92623

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

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

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 85 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and costs and service awards. 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

The Court will hold a Final Approval Hearing on [Date and Time], before Judge [Name] at [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 and 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].

[redacted]

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.

[redacted]

Yes, as long as you do not exclude yourself (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

[redacted]

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. 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

[redacted]

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], by calling [1-800-xxx-xxxx] or by writing to:

Methodist Home Data Security Incident
PO Box 19504
Irvine, CA 92623
[email@cptgroup.com]

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

EXHIBIT 3

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

Methodist Home Data Security Incident
PO Box 19504
Irvine, CA 92623
[Website URL]

Claim Form

SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information was potentially accessed in the Data Security Incident that took place on or about October 2024 and May 2025 that is at issue in the I*n Re Methodist Home Care, Inc. Data Security Incident Litigation*, and if you have not opted out of the Settlement, you may submit a claim.

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

You may submit a claim for one or more of these benefits:

Cash Payment Options: You may select **one** of the following options. If you select Alternative Cash Payment, you may not claim Ordinary Losses, Lost Time or Extraordinary Losses.

Ordinary Losses: You may be eligible for reimbursement up to $3,500 per person with supporting documentation showing that you incurred losses as a result of the Data Security Incident. You may be eligible for reimbursement of Lost Time for up to three (3) hours at $25 per hour (for a total of $75) for time remedying issues related to the Data Security Incident.

Extraordinary Losses: You may be eligible for reimbursement up to $5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Data Security Incident; (iii) occurred between the date of the Data Security Incident and [INSERT date that Preliminary Approval is granted]; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you may elect to receive a flat cash payment of up to $52.50. Payments may be reduced on a *pro rata* basis depending on the total value of claims submitted.

Credit Monitoring Services: In addition to electing a cash payment, you may submit a claim for Credit Monitoring. Instructions for enrollment will be provided once the Settlement is finally approved.

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 Services

All Settlement Class Members who were offered, or who previously claimed, at least 12 months of credit monitoring offered to them, shall be permitted to file a claim for an additional 1-year term of single bureau credit monitoring (i.e., up to at least 2 years total).

☐ Check this box to receive Credit Monitoring Services

You can submit a claim for **one** of the following cash payments: Ordinary Losses including Lost Time, Extraordinary Losses or Alternative Cash Payment.

1. Ordinary Losses: You can receive reimbursement for up to $3,500 in total. This includes your claim for Lost Time for unreimbursed expenses and time expended addressing the Data Security Incident of up to three (3) hours (for a total of $75).

Examples of ordinary losses include: Out-of-Pocket Expenses incurred as a result of the Data Security Incident, including without limitation, unreimbursed bank fees, unreimbursed card reissuance fees, unreimbursed overdraft fees, unreimbursed charges related to the unavailability of funds, unreimbursed late fees, unreimbursed over-limit fees, unreimbursed charges from banks or credit card companies, reasonable expenses relating to tax remediation efforts, and fees for credit reports, between October 2, 2024 and [INSERT date that the Motion for Preliminary Approval is granted]; and the cost of purchasing credit monitoring or other identity theft insurance products purchased between October 2, 2024 and [INSERT date that the Motion for Preliminary Approval is granted].

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 are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Ordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

2. Extraordinary Losses: You can receive reimbursement for proven extraordinary losses for up to $5,000 total that were incurred as a result of the Data Security Incident if: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft, (ii) the submitted documentation is not "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation, (iii) the loss from fraud or identity theft was more likely than not caused by the Data Security Incident, (iv) the loss occurred between the date of the Data Security Incident and [INSERT date that the Motion for Preliminary Approval is granted], (v) the loss is not already covered by the Ordinary Loss or Lost Time categories, and (vi) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

To obtain reimbursement under Extraordinary Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

ATTACH DOCUMENTS: Attach a copy of professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft for each expense (you may redact unrelated transactions).

3. Alternative Cash Payment: As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect a flat cash payment of up to $52.50. Payments may be reduced on a *pro rata* basis depending on the total value of claims submitted.

☐ Check this box to receive a flat cash payment of up to $52.50 instead of compensation for Ordinary Losses, Lost Time, and Extraordinary Losses.

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, submit your claim online at [Web URL].

[redacted]

I attest under penalty of perjury that the information supplied in this Claim Form is true and correct 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