

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

**KATHY L. LIMBAUGH, KRISTIAN
GRATTON, and MARK WADE, individually
and on behalf of all others similarly situated,**

Plaintiffs,

v.

NORWOOD CLINIC, INC.,

Defendant.

Case No.: 01-CV-2022-900851.00

**SUZANNE MADDOX, individually and on
behalf of all others similarly situated,**

Plaintiff,

v.

NORWOOD CLINIC, INC.,

Defendant.

Case No.: 01-CV-2022-901037.00

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following Settling Parties or “Parties” (as defined below): (i) Kathy L. Limbaugh, Kristian Gratton, Mark Wade, and Suzanne Maddox (“Representative Plaintiffs” or “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel at Pittman, Dutton, Hellums, Bradley & Mann, P.C., Cory Watson, P.C., and Migliaccio & Rathod LLP (“Interim Co-Lead Class Counsel” or “Proposed Settlement Class Counsel”); and (ii) Norwood Clinic, Inc. (“Norwood” or “Defendant”), by and through its counsel of record, Wilson Elser Moskowitz Edelman & Dicker LLP (“Norwood’s Counsel” or “Defendant’s Counsel”).

The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

On or around September 20, 2021, an unauthorized third-party accessed Norwood's computer network system, which contained certain personal identifying information ("PII") and private health information ("PHI") (collectively "Private Information") of Norwood's patients (the "Cyber Incident"). Norwood discovered the Cyber Incident on October 22, 2021. The Private Information potentially exposed in the Cyber Incident included names, addresses, phone numbers, email addresses, date of birth, Social Security numbers, driver's license numbers, health information, and health insurance information. In or about February 2022, Norwood began to notify its patients of the Cyber Incident. In total, Norwood notified approximately 228,119 individuals that their Private Information was potentially impacted by the Cyber Incident.

On March 23, 2022, Plaintiff Kathy L. Limbaugh filed her Complaint for a putative class action against Norwood in the Jefferson County Circuit Court, Case No. 01-CV-2022-900851.00. The Complaint in that case was later amended to include Plaintiffs Kristian Gratton and Mark Wade. On April 8, 2022, Plaintiff Suzanne Maddox filed her Complaint against Norwood in the same court, Case No. 01-CV-2022-901037.00. In total, the Limbaugh and Maddox actions (together "Cases" or "Litigation") asserted several causes of action against Norwood, including negligence, invasion of privacy, breach of express and implied contract, unjust enrichment, breach of fiduciary duty, bailment, violation of Alabama's data breach notification law, and declaratory relief in the complaints (collectively, the "Complaint"). On November 8, 2022, Judge Robert S. Vance appointed Pittman, Dutton, Hellums, Bradley & Mann, P.C and Cory Watson, PC as Interim Co-Lead Counsel, and ordered the actions to be consolidated for discovery and pre-trial purposes.

Representative Plaintiffs and Defendant (“Settling Parties”) agreed to an early mediation of the above-captioned Litigation and agreed to use Rodney A. Max, Esq., of Upchurch Watson White & Max as the mediator. Mr. Max is a respected complex litigation/class action mediator and is well-versed in data breach class actions and privacy litigation.

After exchanging pre-mediation discovery, the Settling Parties submitted extensive mediation briefs. On November 14, 2022, the Parties participated in a full-day virtual mediation with Mr. Max but were unable to reach an agreement. The parties continued negotiations with the aid and effort of Mr. Max. On December 5, 2022, the Parties participated in another mediation session conducted by Rodney A. Max, Esq. and, again, failed to reach an agreement on all material terms. The Parties continued extensive negotiations through Rodney A. Max, Esq. On or about May 18, 2023, the Parties reached an agreement in principle on all material terms for a settlement on a claims-made basis, which is hereby memorialized into this Settlement Agreement.

This Settlement Agreement is the result of the mediations and subsequent settlement discussions and is intended to memorialize and supersede any interim agreements or understandings reached in those discussions.

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Norwood and the Released Parties (as defined below) relating to the Cyber Incident, by and on behalf of Representative Plaintiffs and Settlement Class Members (as defined below), and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Norwood and the Released Parties relating to the Cyber Incident.

II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Representative Plaintiffs believe that the claims asserted in the Litigation, as set forth in the Complaint, have merit. Representative Plaintiffs and Interim Co-Lead Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Norwood through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Norwood denies each and all of the claims and contentions alleged against them in the Complaint and the Litigation. Norwood denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Complaint and/or in the Litigation. Nonetheless, Norwood has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Norwood has taken into account the uncertainty and risks inherent in any litigation, including the possibility of significant financial loss due to this Litigation. Norwood has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Proposed Settlement

Class Counsel, and Norwood that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 “Action” means the lawsuits filed in the Litigation which is the subject of this Settlement Agreement.

1.2 “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement Agreement to the Settlement Class, all Claims Administration, and any other action required to carry out the term of this Settlement Agreement.

1.3 “Agreement” or “Settlement Agreement” means this agreement.

1.4 “Approved Claims” means the amount of Settlement Claims approved by the Settlement Administrator in whole or in part.

1.5 “Attorneys’ Fee Award” means the reasonable attorneys’ fees and costs incurred by Class Counsel and awarded by the Court, not to exceed the amount agreed by the Parties as stated in the Settlement Agreement.

1.6 “Cash Payments” or “Settlement Payment” means the amount paid by the Settlement Administrator from the Settlement Fund to Settlement Class Members on Approved Claims.

1.7 “Claims Administration” means the processing, adjudication, and payment of Settlement Claims received from Settlement Class Members by the Settlement Administrator.

1.7.1 “Claims Administrator” or “Settlement Administrator” means A.B. Data, a company that is experienced in class notice and in administration of class action claims generally and specifically those of the type provided for and made in data breach litigation, to be selected by Norwood from a list proposed by Class Counsel, or, alternatively, selected freely but subject to approval by Class Counsel. In all cases the Claims Administrator shall be subject to approval by the Court. The Parties agree that the Claims Administrator shall also be the Notice Specialist.

1.8 “Claims Deadline” means the postmark and/or online submission deadline for the Claim Form, which shall be no later than 90 days after the Notice Date.

1.9 “Claim Form” means the form approved by the Court that Settlement Class Members must submit to be eligible for Settlement Benefits under the terms of the Settlement Agreement.

1.10 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration, including any additional costs associated with a Claims Referee, and costs of providing Notice of the Settlement to the Settlement Class Members.

1.11 “Court” means the Circuit Court of Jefferson County, Alabama in which the Cases are pending in this Litigation.

1.12 “Cyber Incident” means the cyberattack against Norwood’s computer systems that was discovered in or about October 2021.

1.13 “Defendant” means Norwood Clinic, Inc.

1.14 “Defendant’s Counsel” or “Norwood’s Counsel” means Wilson Elser Moskowitz Edelman & Dicker, LLP.

1.15 “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 10.1 herein have occurred and been met.

1.16 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Attorneys’ Fee Award or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.17 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Settlement Agreement and the proposed settlement of the Litigation.

1.18 “Final Approval Order” means the Court’s Final Approval Order, which among other things, approves this Settlement Agreement and the settlement as fair, adequate and reasonable, enters the Judgment, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class.

1.19 “Judgment” or “Final Judgment” means a judgment rendered by the Court, in the form attached hereto as **Exhibit F**, or a judgment substantially similar to such form.

1.20 “Notice” means notice of the proposed Settlement to be provided to the Settlement Class Members to be approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website.

1.21 “Notice Date” or “Notice Deadline” means the date upon which Notice is initially disseminated to the Settlement Class by the Claims Administrator, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

1.22 “Objection Date” or “Objection Deadline” means the date by which Settlement Class Members must file and mail any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for the Attorneys’ Fee Award and Service Awards, which shall be sixty (60) days following the Notice Date.

1.23 “Opt-Out Date” or “Opt-Out Deadline” means the date by which Settlement Class Members must submit their Requests for Exclusion, pursuant to the terms and conditions herein, which shall be sixty (60) days following the Notice Date.

1.24 “Out-of-Pocket Losses” means the expenses incurred by the Settlement Class Member as a result of the Cyber Incident that are fairly traceable to the Cyber Incident pursuant to the terms and conditions herein.

1.25 “Payment Instructions” means (a) written directions from the Settlement Administrator for the payment of any amount, which shall specify: (i) as for any wire transfer payment: the routing, account number, bank name and address and any other pertinent details required for the transfer, and (ii) as for any check payment: the payee of the check; and (b) a W-9 form for the Settlement Fund. Prior to the transfer of any funds, the Payment Instructions

shall be confirmed by voice phone call by the Settlement Administrator with the transferor and must be approved by the Settlement Class Counsel in writing.

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

1.27 “Preliminary Approval Order” means the Court’s order that preliminarily approves the Settlement Agreement, orders that notice of the Settlement be provided to the Settlement Class, establishes a procedure for Settlement Class members to object or opt-out of the Settlement, and sets a date for the Final Approval Hearing. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.28 “Proposed Settlement Class Counsel,” “Class Counsel,” “Plaintiffs’ Counsel” and “Interim Co-Lead Class Counsel” means Pittman, Dutton, Hellums, Bradley & Mann, P.C., Cory Watson, P.C., and Migliaccio & Rathod LLP.

1.29 “Reasonable Documentation” means documentation and evidence supporting a claim for Out-of-Pocket Losses pursuant to the terms and conditions herein.

1.30 “Related Entities” means Norwood’s respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors (including, but not limited to Complete Health), directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court

of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cyber Incident or who pleads *nolo contendere* to any such charge.

1.31 “Released Claims” shall collectively mean any and all claims and causes of action of every nature and description (including “Unknown Claims” as defined herein), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, including, without limitation, any causes of action under or relying on negligence, breach of implied contract, failure to provide adequate notice pursuant to any breach notification statute or common law duty, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Cyber Incident or alleged theft of personally identifiable information, protected health information, or other personal information or the allegations, facts, or circumstances described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.32 “Released Parties” means Norwood and its Related Entities and each of their past or present parent companies, or future parent companies, partnerships, subsidiaries, divisions, and related or affiliated entities, and owners and each of their respective predecessors,

successors (including, but not limited to, Complete Health), directors, officers, employees, principals, agents, attorneys, insurers, reinsurers, transferees, trustees, and assigns.

1.33 “Representative Plaintiffs” means Kathy L. Limbaugh, Kristian Gratton, Mark Wade, and Suzanne Maddox.

1.34 “Request for Exclusion” means a fully completed and properly executed written request pursuant to the terms and conditions herein that is timely delivered to the Settlement Administrator by a Settlement Class Member and is electronically submitted or postmarked (if mailed) on or before the Opt-Out Deadline.

1.35 “Service Awards” means the amount awarded by the Court and paid to the Representative Plaintiffs in recognition of their role in this Litigation, not to exceed the amount agreed by the Parties as stated in this Settlement Agreement.

1.36 “Settlement” means settlement between the Settling Parties to resolve the Litigation pursuant to the terms and conditions of the Settlement Agreement.

1.37 “Settlement Benefits” means any benefits that the Settlement Class Members may receive under the terms and conditions of this Settlement Agreement, including Cash Payments for Lost Time, Reimbursement for Out-of-Pocket Losses, and Credit Monitoring Services.

1.38 “Settlement Claim” or “Claim” means a claim for Settlement Benefits made under the terms of this Settlement Agreement including claims for compensation for Lost Time, reimbursement of Out-of-Pocket Losses, and Credit Monitoring Services.

1.39 “Settlement Class” means all individuals residing in the United States whose Private Information was or may have been compromised in the Cyber Incident that is the subject of the data security notice that Defendant sent to Plaintiffs and others in substantially

the same form on or about March 8, 2022. The Settlement Class specifically excludes: (i) Norwood Clinic, Inc., and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cyber Incident or who pleads *nolo contendere* to any such charge.

1.40 “Settlement Class Member(s)” means all natural Person(s) who falls within the definition of the Settlement Class.

1.41 “Settlement Fund” means an interest-bearing account which the Settlement Administrator will open which is intended to constitute a “qualified settlement fund” (“QSF”) within the meaning of Section 1.468B-1 of the Treasury Regulations (“Treasury Regulations”) promulgated under the U.S. Internal Revenue Code of 1986, as amended (the “Code”).

1.42 “Settlement Funding” or “Settlement Funds” means the funds that the Defendant shall provide under this Settlement which shall not exceed a total of \$2,300,000.00 and which shall be used to pay all aspects of the Settlement: Settlement Benefits (as provided herein) to the Settlement Class; Class Counsel’s Attorney Fee Award, as approved by the Court; Representative Plaintiffs’ Service Awards, as approved by the Court; and Costs of Claims Administration (which includes all costs associated with providing Notice to the Settlement Class and Claims Administration).

1.43 “Settling Parties” means, collectively, Norwood and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.44 “Settlement Website” means the internet website, at URL address <http://www.norwoodcyberincident.com> to be created, launched, and maintained by the

Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documentation in the Litigation, including downloadable Claim Forms.

1.45 “Settling Parties” means, collectively, Norwood and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.46 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Representative Plaintiffs, do not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. Settlement Benefits

2.1 Settlement Payments. All Settlement Class Members who submit electronically using the Settlement Website or by mail a valid, complete, and timely Claim using the Claim Form, which is attached as **Exhibit A** to this Settlement Agreement, are eligible to receive the following benefits under the Settlement (“Settlement Benefits”).

2.1.1 Up to \$1,125.00 as reimbursement for Out-of-Pocket Losses, as described in Paragraph 2.5 and

2.1.2 Up to \$500.00 as compensation for Lost Time, as described in Paragraph 2.6.

2.2 Aggregate Cap on All Payments. The aggregate amount Norwood shall be responsible to pay under this Settlement Agreement is capped at Two Million Three Hundred Thousand Dollars (\$2,300,000.00) (“Aggregate Cap”). In no event shall Norwood be required

to pay more than this amount for any and all purposes under this Settlement, including payment of Settlement Benefits for Approved Claims made by Settlement Class Members, Costs of Claims Administration, Service Awards, and Attorneys' Fee Award, all of which are addressed below (and referred to collectively herein as "Settlement Benefits").

2.3 Pro-Rata Reduction. If the total amount of Approved Claims made by Settlement Class Members, together with the Costs of Claims Administration, Service Awards, and Attorneys' Fee Award, exceeds the Aggregate Cap, the Settlement Payments to be paid to each Class Member will be subject to a *pro rata* reduction such that the total amount of Settlement Benefits shall not exceed the \$2,300,000.00 Aggregate Cap.

2.4 Reimbursement of Lost Time and Out-of-Pocket Losses. All Settlement Class Members who timely submit a valid Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) may be eligible for Cash Payments for Lost Time and Out-of-Pocket Losses, subject to conditions and limitations outlined in paragraphs 2.5-2.6, below.

2.5 Out-of-Pocket Losses. Settlement Class Members can make a Claim for reimbursements of expenses they incurred as a result of the Cyber Incident when the loss is fairly traceable to the Cyber Incident.

2.5.1 Definitions of Losses. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member's personal information; (2) costs incurred on or after September 20, 2021 (or the earliest verifiable date the Cyber Incident occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other

mitigative costs that were incurred on or after September 20, 2021 (or the earliest verifiable date the Cyber Incident occurred) through the date of the class member's claim submission; and (5) unpaid time off work to address issues fairly traceable to the Cyber Incident at the actual hourly rate of that Class Member.

2.5.2 Reasonable Documentation. To be valid, a claim for reimbursement of Out-of-Pocket Losses or expenses must be supported by documentary evidence including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Out-of-Pocket Losses cannot be documented solely by a personal attestation, declaration, or affidavit from the Settlement Class Members. Settlement Class Members must provide some supporting documentation.

2.5.3 Cap. Compensation for Out-of-Pocket Losses shall be capped at \$1,125.00 per Class Member.

2.6 Lost Time. Settlement Class Members can make a Claim for compensation for up to twenty (20) hours, compensable at a rate of twenty-five dollars (\$25.00) per hour, for lost time spent to mitigate the potential effects of, or to deal with the effects of, the Cyber Incident.

2.6.1 Definition of Lost Time. Claims for Lost Time may include, without limitation, time spent dealing with monitoring credit reports or financial accounts, disputing fraudulent accounts or inaccurate credit report information, mileage, reversing fraudulent charges, or replacement card issues, but only if at least one full hour was spent.

2.6.2 Supporting Attestation. To be valid, a Claim for compensation for Lost Time must be supported by a signed attestation.

2.6.3 Cap. Compensation for Lost Time shall be capped at \$500.00 per Class Member.

2.7 Credit Monitoring Services. All Settlement Class Members who submit a valid and timely Claim using the Claim Form (**Exhibit A** to this Settlement Agreement) are eligible to enroll in a total of two years of triple-bureau Credit Monitoring Services as described herein.

2.7.1 The Credit Monitoring Services under the Settlement shall include a minimum of the following features: (1) dark web scanning with immediate user notification if potentially unauthorized use of a class member's personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents ("Credit Monitoring Services").

2.7.2 Credit Monitoring Services shall be available to Settlement Class Members regardless of whether the Settlement Class Member has submitted a Claim for Out-of-Pocket Losses and Lost Time as set forth in paragraphs 2.4-2.6. The provider of Credit Monitoring Services shall be selected by Norwood, but subject to approval by Class Counsel.

2.8 Remedial Measures/Security Enhancements. After discovering the Cyber Incident, and during the pendency of this Litigation, Norwood adopted and implement significant data security measures, as identified below. Effective January 14, 2023, Norwood entered into an asset purchase agreement pursuant to which it sold its assets and is now closing down all of its operations and no longer seeing patients.

- Reset all passwords and changed password requirements;
- Changed all admin accounts to 8-charager passwords;
- Upgraded to Office 365;
- Conducted risk assessments;
- Went through all systems to ensure all patches updated, firewalls updated;
- Implemented 2-factor authentication (when converting to Office 365);

- Provided cybersecurity training to employees; and
- Revamped policies.

2.9 Pro Rata Reduction and Residual Funds: In the event the amount of Approved Claims for Cash Payments for Lost Time and Out-of-Pocket Losses under Paragraphs 2.4 and 2.5 exceed the aggregate amount of Settlement Funds remaining after paying costs for Credit Monitoring Services, Attorneys' Fee Award and Service Awards, and the Costs of Claims Administration, including costs of Notice, the amount of Cash Payments to be paid to Settlement Class Members for Approved Claims for Lost Time and Out-of-Pocket Losses shall be reduced on a *pro rata* basis. Norwood shall not be liable under this Settlement Agreement for any amount beyond \$2,300,000.00.

2.10 Claims Deadline: Settlement Class Members making a Claim for Settlement Benefits under this Settlement Agreement must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the Notice Date as set forth in Paragraph 3.2. The Notice to the Settlement Class will specify this Claims Deadline and include other relevant information and dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that all representations made in his or her Claim Form are true and correct to the best of his or her knowledge and belief and are being made under penalty of perjury. Notarization shall not be required.

2.11 Claims Adjudication: The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all information required to complete the Claim Form, including any Reasonable Documentation that may be necessary to reasonably support their Claim for Out-of-Pocket Losses described in Paragraph 2.4, and/or entitlement to enrollment in

Credit Monitoring Services as described in Paragraph 2.6; and (3) the information submitted could lead a reasonable person to conclude that the claimed losses are fairly traceable to the Cyber Incident. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

2.11.1 The Settlement Administrator shall have fourteen (14) days after receipt to review and adjudicate all Claim Forms. The Settlement Administrator has sole discretion to determine if the claimant is eligible for Settlement Benefits or to deny Claims. The Claims Administrator also has sole discretion to calculate the amount of any Cash Payments and determine which Settlement Benefits to be awarded to Class Members on Approved Claims.

2.11.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by Reasonable Documentation to support a claim for Out-of-Pocket Losses, the Settlement Administrator shall, within fourteen (14) days after receipt of the Claim Form, request additional information to cure the defect before denying the Claim (“Claim Supplementation”). Claimants shall have twenty-one (21) days from the date the Settlement Administrator requests Claim Supplementation to provide the requested information.

2.11.3 If the claimant fails to timely provide the requested Claim Supplementation the Settlement Administrator shall deny the Claim. If the claimant timely provides the requested Claim Supplementation, the Claims Administrator shall have fourteen (14) days to review the claim and, in its sole discretion, determine whether the claimant is eligible for Settlement Benefits or to deny Claims. The Claims Administrator has sole discretion to calculate

the amount of any Cash Payments and determine which Settlement Benefits to be awarded to Class Members on Approved Claims.

2.12 Confirmatory Discovery: Norwood agrees to provide confirmatory discovery on establishing the appropriateness of the settlement terms as contemplated under Alabama law, including but not limited to, an assessment by Plaintiffs' expert of Defendant's system, network and data security policies and procedures.

2.13 Costs of Claims Administration and Notice. It is estimated that the costs associated with providing the Settlement Class with Notice and Claims Administration will be approximately \$350,000, which shall be paid from the Settlement Fund.

2.14 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

2.15 Confidentiality of Information Submitted by Settlement Class Members. Information submitted by Settlement Class Members pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Class Counsel, Defendant's Counsel, Norwood, the Claims Administrator, and/or the Claims Referee, as appropriate.

3. Order of Preliminary Approval and Notice of Fairness Hearing

3.1 As soon as practicable after the execution of the Settlement Agreement, counsel for the Settling Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Interim Co-Lead Class Counsel as Settlement Class Counsel;
- d) appointment of Representative Plaintiffs as Class Representatives;
- e) approval of a customary form of short notice to be provided to Settlement Class Members (the "Short Notice") in a form substantially similar to the one attached hereto as **Exhibit B**;
- f) approval of a customary long form of notice ("Long Notice") to be posted on the Settlement Website in a form substantially similar to the one attached hereto as **Exhibit C**, which, together with the Short Notice, shall include the general terms of the Settlement set forth in the Settlement Agreement, instructions for how to opt-out of the Settlement or object to the Settlement and/or Class Counsel's petitions to the Court for an Attorney's Fee Award and Service Awards, the process and instructions for making Claims for Settlement Benefits to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of the Proposed Claims Administrator as Claims Administrator; and
- h) approval of a Claim Form substantially similar to that attached hereto as **Exhibit A**.

3.2 Notice. Within thirty (30) days of entry of the Preliminary Approval Order, Notice shall be provided to Settlement Class Members by postcard *via* United States Mail Service to the postal addresses that were previously used by Norwood to provide notice to the

Settlement Class Members of the Cyber Incident in or about October 2021 (“Notice Data Files”) *via* e-mail to any e-mail address(es) Norwood has on record for Class Members. Norwood shall provide the Claims Administrator the Notice Data Files within fourteen (14) days after the Court enters the Preliminary Approval Order. A reminder e-mail shall also be sent to all Settlement Class Members for whom the Claims Administrator is reasonably able to procure a valid email address at least two (2) weeks prior to the Claims Deadline. The plan for providing Notice to the Settlement Class shall be subject to approval by the Court as meeting constitutional due process requirements.

3.3 Settlement Website. Prior to dissemination of Notice, the Claims Administrator shall establish a dedicated settlement website, www.norwoodcyberincident.com (“Settlement Website”) and shall maintain and update this website until 60 days after the Effective Date and it shall include the Short Notice, Long Notice, and Claim Form that are approved by the Court, as well as a copy of this Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaints in the Litigation and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website will also provide a toll-free help telephone number and mailing address through which Settlement Class Members may contact the Claims Administrator. The Claims Administrator shall establish and maintain the toll-free telephone number with information relevant to this Settlement. The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form that are approved by the Court, as well as a copy of this Settlement Agreement to Settlement Class Members, upon request. The Settlement Website shall also allow for submission of Requests for Exclusion electronically through the Settlement Website.

3.4 Notice of the Settlement shall be provided to the Settlement Class within thirty (30) days after entry of the Preliminary Approval Order, except for the reminder e-mail notice, which shall be completed no later than two (2) weeks prior to the Claims Deadline.

3.5 After Notice is complete, Class Counsel shall petition the Court to hold a hearing not later than 120 days following the entry of the Preliminary Approval Hearing to determine that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class (the “Final Fairness Hearing”) and request that the Court enter a final approval order substantially in the form of attached **Exhibit E** (“Final Approval Order”) and final judgment substantially in the form of attached **Exhibit F** (“Final Judgment” or “Judgment”), as set forth herein.

3.6 Class Counsel shall file a motion for final approval of the Settlement no later than seven (7) days prior to the Final Fairness Hearing, as scheduled by the Court.

3.7 Prior to the Final Fairness Hearing, Class Counsel for the Settling Parties shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of Notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation and agreement with Counsel for the Settling Parties, as may be reasonable and not inconsistent with such approval.

4. Opt-Out Procedures

4.1 The Notice shall describe the procedure for Class Members to opt-out and exclude themselves from the Settlement Class, which requires notifying the Settlement Administrator either by submitting an online request for exclusion via the Settlement Website or by mailing a written notice or Request for Exclusion to the Settlement Administrator, postmarked no later than sixty (60) days after the Notice Date.

4.2 The written notice must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class.

4.3 All Persons who submit valid and timely Requests for Exclusion or otherwise written notices of their intent to be excluded from the Settlement Class, as set forth above, referred to herein as "Opt-Outs," shall not receive any Settlement Benefits and will not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth herein shall be bound by the terms of this Settlement Agreement and any Judgment entered by the Court thereon.

4.4 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to counsel for the Settling Parties a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

4.5 In the event 2% or more of the Settlement Class Members opts out of the Settlement (exclusions), Norwood may, by notifying Class Counsel in writing within fourteen (14) days after the Opt-Out Date, void this Settlement Agreement. If Norwood voids the Settlement Agreement pursuant to this Paragraph: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. If Norwood voids the Settlement Agreement pursuant to this Paragraph,

Norwood shall be obligated to pay all costs involving Notice and administration fees of the Settlement Administrator incurred to date. All Setting Parties are responsible for paying their respective attorneys' fees and expenses.

5. Objection Procedures

5.1 The Notice shall describe the procedure for Class Members to object to the Settlement, which requires the filing of a written objection with the Court and mailing notice to Class Counsel and Defendant's Counsel in accordance with the terms and conditions herein no later than the Objection Deadline. Any Settlement Class member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Attorneys' Fee Award, or to appear at the Final Approval Hearing and show cause for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why the Court should not enter a Final Judgment thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Attorneys' Fee Award should not be granted, may do so, but must follow the Objection Procedures set forth herein.

5.2 All written objections and supporting papers must be submitted by the Objection Deadline which shall be sixty (60) days after the Notice Date. All written objections must include: (i) the case name and number; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Cyber Incident); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) the objector's

signature and, if applicable, the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); ; (viii) include all documents and writings that the objector desires the Court to consider; (ix) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; (x) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years and (xi) be filed or postmarked on or before the Objection Deadline. . The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must mail a copy of their objection to the Clerk of the Court, Class Counsel, and Defendant's Counsel as stated herein.

5.3 To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the Notice Date and served concurrently therewith by mail (postmarked no later than sixty (60) days after the Notice Date) upon Class Counsel, Attn: Jon Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C., 2001 Park Place North, Suite 1100, Birmingham, AL 35203; and counsel for Norwood, Attn: Jennifer S. Stegmaier, 55 West Monroe Street, Suite 3800, Chicago Illinois 60603.

5.4 Any Settlement Class Member who fails to comply with the requirements for objecting to the Settlement as provided herein shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions herein. Without limiting the foregoing, any challenge to the

Settlement Agreement, Preliminary Approval Order, Final Approval Order, or Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

5.5 Settlement Class Members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and the Opt-Out Deadline stated herein shall release any and all claims arising from or related to claims asserted, or that could have been asserted, in the Litigation.

5.6 The obligations incurred under this Settlement shall be in full and final disposition of the Litigation and of any and all Released Claims as against all Released Entities.

5.7 Upon the Effective Date, and without any further action, each Settlement Class Member, including Representative Plaintiffs, and including themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors, trustees and administrators, shall be deemed to have, and by operation of the Final Approval Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against each and any of the Released Entities and shall forever be barred and enjoined, without the necessity of any of the Released Entities posting a bond, from commencing, instituting, prosecuting or maintaining any of the Released Claims. Further, upon the Effective Date, and without any further action, Representative Plaintiffs further agree not to knowingly and voluntarily assist in any way any third-party in commencing or prosecuting any suit against the Released Entities relating to any Released Claim.

5.8 Notwithstanding any term herein, neither Norwood nor the Released Entities shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs and each and all of the Settlement Class Members.

6. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Representative Plaintiffs

6.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Representative Plaintiffs until after the substantive terms of the Settlement had been agreed upon.

6.2 Class Counsel's Attorneys' Fee Award. Within fourteen (14) days prior to the Opt-Out Date and Objection Date, Class Counsel shall cause to be filed their request to the Court to approve, and Norwood will not oppose, an award of Class Counsel's attorneys' fees in an amount not to exceed \$700,000.00 and reimbursement of their reasonable costs and expenses of the Litigation in an amount not to exceed \$20,000.00 ("Attorneys' Fee Award").

6.3 Payment of Plaintiff Attorneys' Fees and Expenses. The Settlement Administrator shall issue payment of Class Counsel's Attorneys' Fee Award from the Settlement Fund to Class Counsel within 7 days of the Effective Date. After payment of the Attorneys' Fees Award has been issued, Class Counsel shall be solely responsible for allocating and distributing such Attorneys' Fees Award amongst Class Counsel and issuing any documentation required for tax purposes. Norwood and the Settlement Administrator shall have no responsibility for distribution of the Attorneys' Fees Award amongst Class Counsel.

6.4 Representative Plaintiffs' Service Awards. Within fourteen (14) days prior to the Opt-Out Date and Objection Date, Class Counsel shall cause to be filed their request to the Court to approve, and Norwood will not oppose Plaintiffs' request for, service awards in the amount of \$4,500.00 to each of the four Representative Plaintiffs, for a total service award of \$18,000.00, in recognition of the Representative Plaintiffs' efforts on behalf of the Settlement Class Members in the Litigation ("Service Awards").

6.5 Payment of Plaintiffs' Service Awards. The Settlement Administrator shall issue payment of the Service Award from the Settlement Fund to Class Counsel within 7 days of the Effective Date. After payment of the Service Award has been issued, Class Counsel shall be solely responsible for allocating such Service Award to the Settlement Class Representatives, and issuing any documentation required for tax purposes. Norwood and the Settlement Administrator shall have no responsibility for distribution of the Service Award to the Settlement Class Representatives.

6.6 The amount(s) of any Attorneys' Fee Award and Services Awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fee Award and/or Service Awards ordered by the Court to Class Counsel or Representative Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

7. Administration of Claims

7.1 Deadline to Submit Claims. Claim Forms must be received postmarked or submitted electronically within ninety (90) days after Notice.

7.2 Claims Adjudication. The Claims Administrator shall have sole discretion to determine whether Claim Forms are valid, timely, and complete and to calculate and administer the Claims submitted by Settlement Class Members under Paragraph 2.1. Class Counsel and counsel for Defendant shall be given weekly reports as to both claims and distribution and have the right to review and obtain copies of supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

7.3 Settlement Payment Methods. Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Settlement Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payments via a physical check sent by first class U.S. mail.

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

7.5 Limitation of Liability.

7.5.1 Norwood and Norwood's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) the determination, administration, calculation, or payment of any Claims.

7.5.2 Class Representatives and Class Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; or (ii) the determination, administration, calculation, or payment of any Claims.

7.5.3 The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Norwood, and Norwood's Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice to Class Members and the administration of the Settlement; or (ii) the determination, administration, calculation, or payment of any Claims.

8. Payment of Claims

8.1 Timing of Payments. Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to: (1) provide Class Members who selected Credit Monitoring Services with enrollment instructions for the Credit Monitoring Services; and (2) issue Cash Payments to Class Members with Approved Claims who shall receive compensation for Lost Time and Out-of-Pocket Losses.

8.1.1 Expiration of Settlement Payments. Settlement Payments, provided either by digital means or physical checks, shall expire if not negotiated or redeemed within ninety (90) days of their date of issue and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. The digital payment or physical checks shall state that they shall expire if not negotiated or redeemed within ninety (90) days after the date of issuance.

8.2 Disbursement. The Settlement Administrator shall be responsible for all disbursements of the Settlement Benefits, including issuance of Settlement Payments and instructions for enrollment for Credit Monitoring Services. Settlement Payments shall be made via digital means unless a Settlement Class Member requests payment by physical check on their Claim Form.

8.3 Reissuance of Returned Payments. For any Settlement Payment, either digital payments or physical checks, returned to the Settlement Administrator as undeliverable

(including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to reissue the Settlement Payment and engage in reasonable efforts to find a valid address (in the case of physical checks) or email address (in the case of digital payments) within thirty (30) days after the original Settlement Payment is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to repay or resend a Settlement Payment. Any Settlement Payments reissued pursuant to this paragraph shall remain valid for sixty (60) days from the date of their issuance.

8.4 Residual Funds. For any Settlement Payment that is returned as undeliverable, uncashed, unredeemed, or undeposited within the deadlines stated herein, the funds shall be returned to Norwood.

8.5 Tax Obligations.

8.5.1 Settlement Fund. Any tax filing or payment obligations arising from the Settlement or the Settlement Fund pursuant to this Settlement Agreement shall be the exclusive responsibility of the Settlement Administrator.

8.5.2 Settlement Benefits. Any tax filing or payment obligations arising from the Settlement Benefits made by the Settlement Administrator to a Settlement Class Member pursuant to this Settlement Agreement shall be the exclusive responsibility of the Settlement Class Member. The Settlement Administrator will notify each Settlement Class Member of this exclusive responsibility.

8.5.3 Service Awards. Any tax filing or payment obligations arising from the payment of the Service Awards made by the Settlement Administrator to the Representative Plaintiffs pursuant to this Settlement Agreement shall be the exclusive responsibility of the

Representative Plaintiffs. The Settlement Administrator will notify each Representative Plaintiffs of this exclusive responsibility.

8.5.4 Attorneys' Fee Award. Any tax filing or payment obligations arising from the payment of the Attorneys' Fee Award made by the Settlement Administrator to Class Counsel pursuant to this Settlement Agreement shall be the exclusive responsibility of Class Counsel.

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

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

- a) Norwood and Class Counsel execute this Settlement Agreement;
- b) the Court has entered the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as **Exhibit D**, as required by Paragraph 3.1;
- c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- d) Norwood has not exercised their option to terminate the Settlement Agreement pursuant to Paragraph 4.5;
- e) the Court has entered a Final Approval Order and Final Judgment, without material change to those attached as **Exhibit E** and **Exhibit F**, respectively; and
- f) the Judgment has become Final, as defined in Paragraph 4.

9.2 If all of the conditions specified in Paragraph 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to the terms and conditions stated in Paragraph 10.4 unless the Settling Parties mutually agree in writing to proceed with the Settlement Agreement.

9.3 In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order and Final Judgment, or the Final Approval Order and Final Judgment do not become final, Norwood may at its sole discretion terminate this Settlement Agreement with five (5) days written notice from Norwood's Counsel to Class Counsel. If Settlement Agreement is terminated: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, the Settling Parties shall be responsible for their respective attorneys' fees and costs. Notwithstanding any provision in this Settlement Agreement, Norwood shall pay all other costs associated with Notice and Costs of Claims Administration with respect to the Settlement.

9.4 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Settling Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this

Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Attorneys’ Fee Award and/or Service Awards.

9.5 Notwithstanding any provision in this Settlement Agreement, in the event this Settlement Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event the Effective Date does not occur, each Settling Party shall bear its own attorneys’ fees and costs.

10. Miscellaneous Provisions

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

10.2 No Additional Persons with Financial Interest. Norwood shall not be liable for any additional attorneys’ fees and expenses of any Settlement Class Members’ counsel, including any potential objectors or counsel representing a Settlement Class Member, other than what is expressly provided for in this Settlement Agreement.

10.3 Drafting. The Settling Parties agree that no single Settling Party shall be deemed to have drafted this Settlement Agreement, or any portion thereof, for purposes of the invocation of the doctrine of *contra proferentum*. The Settlement Agreement is a collaborative effort of the Settling Parties and their attorneys that was negotiated on an arm’s-length basis between parties of equal bargaining power. Accordingly, this Settlement Agreement shall be neutral, and no ambiguity shall be construed in favor of or against of the Settling Parties. The

Settling Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

10.4 No Admissions. Neither the Settlement Agreement, nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.5 Confidentiality. All documents and materials, if any, provided by Norwood in confirmatory discovery pursuant to Paragraph 2.11 shall be treated as confidential. Such documents and materials, if any, may not be used for any purpose other than confirmatory discovery in this Litigation.

10.6 Modification or Amendment. The Settlement Agreement may be amended or modified only by a written instrument agreed upon and signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.7 Integration. This Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the Settling Parties and no representations,

warranties, or inducements have been made to any Settling Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized herein. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made by the Settling Parties, including but not limited to the Confidential Settlement Term Sheet fully executed by counsel for the Settling Parties. Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

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

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

10.10 Successors. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto.

10.11 Governing Law. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties

hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

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

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

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

10.15 Survival. The Settling Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

SIGNATURES OF THE PARTIES

KATHY L. LIMBAUGH

Dated: 10-05-2023

Kathy Limbaugh

KRISTIAN GRATTON

Dated: 10-09-2023

Kristian Gratton

MARK WADE

Dated: 10-05-2023

Mark Wade

SUZANNE MADDOX

Dated: _____

PROPOSED SETTLEMENT CLASS COUNSEL

Pittman, Dutton, Hellums, Bradley & Mann, P.C.

Dated: 10-09-2023

[Signature]

By: Jonathan S. Mann
Title: Shareholder
Address: 2001 Park Place N, Suite 1100, Birmingham, AL 35203
Phone: 205-322-8880
Fax: 205-328-2711
Email: jonm@pittmandutton.com

SIGNATURES OF THE PARTIES

KATHY L. LIMBAUGH

Dated: _____

KRISTIAN GRATTON

Dated: _____

MARK WADE

Dated: _____

SUZANNE MADDOX

Dated: 10/06/2023

S Maddox

PROPOSED SETTLEMENT CLASS COUNSEL

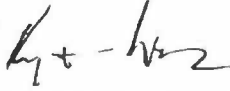
Pittman, Dutton, Hellums, Bradley & Mann, P.C.

Dated: _____

By: Jonathan S. Mann
Title: Shareholder
Address: 2001 Park Place N, Suite 1100, Birmingham, AL 35203
Phone: 205-322-8880
Fax: 205-328-2711
Email: jonm@pittmandutton.com

Cory Watson, P.C.

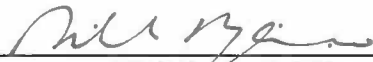
Dated: 10/9/2023



By: Hirlye R. "Ryan" Lutz, III
Title: Partner
Address: 2131 Magnolia Avenue South, Birmingham, Alabama 35205
Phone: 205-328-2200
Fax: 205-324-7896
Email: rlutz@corywatson.com

Migliaccio & Rathod, LLP

Dated: 10/9/23



By: Nicholas A. Migliaccio
Title: Partner
Address: 412 H Street NE, Washington, D.C. 20002
Phone: 202-470-3520
Email: nmigliaccio@classlawdc.com

Norwood Clinic, Inc.

Dated: 10/2/2023

By: _____

Title: President

Wilson Elser Moskowitz Edelman & Dicker LLP, Counsel for Norwood Clinic, Inc.

Dated: 10/10/2023

By: _____

Jennifer S. Stegmaier

Title: Partner

Address: 55 West Monroe Street, Suite 3800, Chicago, IL 60603-5001

Phone: 312-821.6167

Email: jennifer.stegmaier@wilsonelser.com

Exhibit A

CLAIM FORM FOR NORWOOD CLINIC CYBER INCIDENT BENEFITS

USE THIS FORM TO MAKE A CLAIM FOR LOST TIME PAYMENTS, OUT-OF-POCKET LOSS PAYMENTS, AND FREE CREDIT MONITORING

*For more information, call 1-888-888-8888 or visit the website [www.\[INSERT\].com](http://www.[INSERT].com)
Para una notificación en Español, pueda llamar 1-888-888-8888 o visitar nuestro sitio de web
[www.\[INSERT\].com](http://www.[INSERT].com).*

The DEADLINE to submit this Claim Form online (or mail it postmarked) is

[XXXX XX, 202X]

I. GENERAL INSTRUCTIONS

If you were notified on or around March 8, 2022, that your Private Information was potentially compromised in a cybersecurity attack on Norwood Clinic, Inc. (“Cyber Incident”), you are a Class Member. Under the terms of the Settlement, the Class is defined as all individuals residing in the United States whose Private Information was or may have been compromised in the Cyber Incident that is the subject of the data security notice that Defendant sent to Plaintiffs and others in substantially the same form on or about March 8, 2022.

Subject to the terms and conditions of the Settlement Agreement, Norwood Clinic, Inc. (“Norwood”) will reimburse Class Members for their lost time (up to 20 hours for \$25/hour for a maximum of \$500) with a valid Claim and attestation and out-of-pocket losses (up to \$1,125.00) with a valid Claim and reasonable documentation as a result of the Cyber Incident and will provide two (2) years of free credit monitoring services from all three (3) credit reporting agencies for the Class. The Settlement notice describes your legal rights and options. Please visit the official Settlement Website, www.norwooddataincident.com, or call 1- _____ for more information.

If you wish to submit a Claim for a Settlement payment, you need to provide the information below. Please print clearly. This Claim Form must be submitted via the Settlement Website or mailed and postmarked by _____, 2023.

Settlement benefits may include the following:

Up to \$1,125 in recovery of any unreimbursed Out-of-Pocket Losses.

- This money will be reimbursement for money you paid to protect yourself after the Cyber Incident, such as money spent on a credit monitoring service. You are also eligible to receive reimbursement for money you lost as a result of fraud or identity theft. You may only receive reimbursement for losses that have not been reimbursed from another source.
- Any losses claimed must be “fairly traceable” to the Cyber Incident, meaning (1) the timing of the loss occurred on or after September 20, 2021 (or the earliest verifiable date the Cyber Incident occurred); and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Norwood prior to the Cyber Incident.
- To receive reimbursement for these expenses, you must attach documentation that reasonably supports the claimed losses.

Up to \$500 to reimburse you for your Lost Time, in addition to the reimbursement of Out-of-Pocket Losses, if any.

- By filling out this claim form, you can attest to the amount of time you spent attempting to mitigate the effects of the Cyber Incident on your life. This can include, for example, time spent on the phone with banks, time spent dealing with replacement card issues or reversing fraudulent charges, time spent monitoring financial accounts, or time spent freezing your credit as a result of the Cyber Incident.
- You will be reimbursed for your time at \$25/hour for up to 20 hours, but you can only make a claim for lost time if at least one full hour was spent.

- To receive reimbursement for your lost time, you must confirm that the expended time was addressing issues raised by the Cyber Incident and you may also provide supporting documentation of the time spent.

Free Credit Monitoring that includes: (1) dark web scanning with immediate user notification if potentially unauthorized use of a class member's personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring of all three credit bureaus (Equifax, Experian, and TransUnion); and (4) access to fraud resolution agents. To enroll in the Free Credit Monitoring, you must submit a valid Claim Form.

Cash payment amounts may be reduced *pro rata* (equally among class members) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.norwooddataincident.com.

This Claim Form may be submitted online at [www.norwooddataincident\[INSERT\].com](http://www.norwooddataincident[INSERT].com) or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Norwood Clinic Inc. Cyber Incident Settlement
Administrator
P.O. Box XXXX
XXXXX, XX XXXXX

Cyber Incident, including:

(Note that the more details you can provide in the written statement to support your hours spent addressing the Cyber Incident, the more likely it is that your request will be accepted).

Please check off this box if you are attaching **reasonable documentation of lost time**. Documentation to prove lost time is not required. The documentation must support the amount of time claimed (e.g. a phone record indicating the length of a conversation)

I have attached _____, supporting a claim for the following amount of time: _____ hours
(type of document, such as phone record) *(lost time here)*

And, if applicable, the following:

IV. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

Please check off this box for this section if you are electing to seek reimbursement for **Out-of-Pocket Losses**. Reimbursement will total no more than \$1,125.00. You must provide reasonable documentation of the claimed Out-of-Pocket Losses.

In order to make a claim for Out-of-Pocket Losses, **you must** (i) fill out the information below, or fill out a separate sheet to be submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section V); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Out-of-Pocket losses need to be deemed fairly traceable to the Cyber Incident by the Settlement Administrator based on the documentation you provide and the facts of the Cyber Incident.

Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.

<input type="checkbox"/> Other (provide detailed description)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">/</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">/</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table> (mm/dd/yy)			/			/			<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">\$</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;">.</td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table>	\$.			Please provide detailed description below or in a separate document submitted with this Claim Form Your documents: _____
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\$.														

If you do not submit reasonable documentation supporting a claim for Out-of-Pocket Losses, or your claim for an Out-of-Pocket Loss payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, only your claims for Lost Time and/or Credit Monitoring and Insurance Services, if such claims are made, will be considered.

V. PAYMENT METHOD

Unless you affirmatively select alternative means for payment, all settlement payments will be digitally sent to you via email. Please ensure you provide a current, valid email address and mobile phone number with your claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with a number of digital payment options such as PayPal, Venmo, Apple Pay, Amazon, or direct deposit, to immediately receive your settlement payment. The email and/or text will also give you the option to request a paper check.

VI. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature

Date: _____

Print Name

Questions? Go to www.norwoodataincident.com or call 1-XXX-XXX-XXXX

Exhibit B

NOTICE OF NORWOOD CLINIC CYBER INCIDENT SETTLEMENT

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

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

A settlement has been reached in a class action lawsuit called *Kathy L. Limbaugh, et al., v. Norwood Clinic, Inc.*, Case No.: CV-2022-900851.00, pending in the Jefferson County Circuit Court of the State of Alabama, Birmingham Division (the "Lawsuit"). The Lawsuit relates to a cyberattack against Norwood Clinic, Inc.'s ("Norwood") computer systems about which Norwood sent notice to the people whose data was potentially affected on March 8, 2022 ("Cyber Incident"). The Lawsuit claimed that Norwood was responsible for failing to prevent the Cyber Incident and asserted several legal claims such as negligence, negligence per se, invasion of privacy, and breach of express and implied contract, unjust enrichment, breach of fiduciary duty, breach of confidence, bailment, and violation of the Alabama Data Breach Security Notification Law. Norwood denies all of the claims. You can read the complete version, as well as other information about the settlement, at www.norwoodcyberincident.com.

Who is Included? If you received this notice, Norwood's records show that your personal identifying and/or private health information ("personal information") may have been potentially compromised in the Data Incident, so you are included in this Settlement as a "Settlement Class Member." The Court has certified a Class which includes "all individuals residing in the United States whose Private Information was or may have been compromised in the Cyber Incident that is the subject of the data security notice that Defendant sent to Plaintiffs and others in substantially the same form on or about March 8, 2022."

What does the Settlement Provide? The Settlement provides that Norwood will provide Settlement Class Members who submit a valid and timely claim: reimbursement of up to \$1,125.00 per person for unreimbursed out-of-pocket losses incurred between September 20, 2021 and the Claims Deadline (with submission of supporting documentation); compensation of up to twenty (20) hours at \$25.00 per hour for a maximum payment of \$500.00 for lost time spent in attempting to mitigate and prevent fraud or identity theft as a result of the Cyber Incident; and two (2) years of free triple-bureau credit monitoring services for the Class. The Settlement also provides the Plaintiffs who filed the Lawsuit with service awards, Class Counsel with attorneys' fees and costs as awarded by the Court, and requires Norwood to implement certain enhanced data security measures for thirty-six (36) months.

How To Get Benefits. The only way to receive a monetary benefit or credit monitoring is to file a Claim. To get a Claim Form, visit the website www.norwoodcyberincident.com or call 1-xxx-xxx-xxxx. The claim deadline is Month Day, 2023.

Your Other Options. If you do nothing, you will remain in the Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Norwood for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must opt-out of the Settlement by signing and submitting a request to exclude by Month XX, 2023. If you stay in Settlement Class, you may object to it by Month Day, 2023. A more detailed Notice is available to explain how to opt-out, exclude yourself or object. Please visit the website or call 1-xxxx-xxx-xxxx for a copy of the more detailed Notice.

The Final Approval Hearing. The Court has scheduled a Final Approval Hearing in this case for Month XX, 2023, to determine whether to approve the Settlement, Class Counsel's request for Service Awards of \$4,500.00 to each of the Representative Plaintiffs, and Class Counsel's request for attorneys' fees of up to \$700,000.00 and litigation costs not to exceed \$20,000.00, as well as

to consider any objections. The motion for attorneys' fees and costs and service awards will be posted on the website after it is filed. You or your own lawyer, if you have one, may ask to appear and/or speak at the hearing, at your own cost, but you are not required to do so.

More Information. This is only a summary. For more information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at www.norwoodcyberincident.com, or by calling toll free 1-888-888-8888.

Exhibit C

Attention Current or Former Patients of Norwood Clinic, Inc.

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

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

- This notice is regarding a settlement that has been reached in a class action lawsuit called *Kathy L. Limbaugh, et al. v. Norwood Clinic, Inc.*, Case No.: CV-2022-900851.00, pending in the Circuit Court of Jefferson County, Alabama (the “Lawsuit”). The Lawsuit relates to a data security incident involving Norwood Clinic, Inc.’s (“Norwood” or “Defendant”) computer systems that Norwood publicly reported on or about March 8, 2022 (“Cyber Incident”). The computer systems affected by the Cyber Incident contained personal identifying information and protected health information of certain individuals.
- Defendant’s records show that your personal identifying and/or private health information (“personal information”) may have been potentially compromised in the Cyber Incident, so you are included in this Settlement as a “Settlement Class Member.” The Court has approved a Class defined as “all individuals residing in the United States whose Private Information was or may have been compromised in the Cyber Incident that is the subject of the data security notice that Defendant sent to Plaintiffs and others in substantially the same form on or about March 8, 2022.”
- The Lawsuit contends that Norwood collected and stored the personal information of over two-hundred twenty-eight thousand (228,000) of its current and former patients without proper encryption or other data security practices. Plaintiffs in the Lawsuit assert legal claims against Norwood such as negligence, negligence per se, invasion of privacy, breach of express and implied contract, unjust enrichment, breach of fiduciary duty, breach of confidence, bailment, invasion of privacy, and violation of Alabama’s Data Breach Security Notification Law. Norwood denies all of the claims.
- Norwood has agreed to repay Settlement Class Members for their lost time and out-of-pocket losses, as well as for the costs of notice and administration, two (2) years of free credit monitoring services for the Class, Plaintiffs’ service awards, and Class Counsels’ attorneys’ fees and costs as awarded by the Court. The Settlement also provides for equitable relief in the form of enhancements to Norwood’s data security systems and procedures. **To obtain a cash payment and/or free credit monitoring services from the Settlement, you must complete and return the Claim Form. The Claim Form can be found on the Settlement Website, www.norwoodcyberincident.com.**
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice contains a summary of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement which is available on the Settlement website at www.norwoodcyberincident.com or contact the Settlement Administrator at **[ADD ADDRESS]** and [phone number]. *Please do not contact the attorneys for Norwood, the court, or the clerk’s office to inquire about this settlement or the claims process.*

Questions? Visit www.norwoodcyberincident.com or call [phone number]

EXHIBIT C – LONG FORM NOTICE

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	You can receive a Cash Payment and credit monitoring services. You must submit a Claim Form to receive these benefits.	[insert]
Opt Out	You can request to be excluded from the Settlement. If you opt-out of the Settlement, you will not release your claims against Norwood. This is the only option that allows you to be part of any other lawsuit against the Norwood or related parties for the legal claims resolved by this Settlement. You will receive no Cash Payment and no credit monitoring services under this Settlement. If you opt-out, you cannot object to the Settlement or go to the Final Approval Hearing.	[insert]
Object to Settlement	Write to the Court, with copies to Class Counsel and Defendant’s Counsel, about why you do not agree with the Settlement. Your objection must follow all the procedures stated in the body of this notice under “How Do I Object To the Settlement?”)	[insert]
Attend the Final Approval Hearing	You may ask the Court for permission for you or your attorney, at your own cost, to attend and speak about your objection at the Final Approval Hearing.	[Insert Final Approval Hearing Date]
Do Nothing	You will not receive any compensation or the free credit monitoring services from this Settlement, and you will also have no right to sue later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are further explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Cash Payments will only be made after the Court grants final approval and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

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2.	WHAT IS THE LAWSUIT ABOUT?	4
3.	WHY IS THIS CASE BEING SETTLED?	4
4.	WHAT CAN I GET FROM THIS SETTLEMENT?	5
5.	HOW DO I MAKE A CLAIM?	6

Questions? Visit www.norwoodcyberincident.com or call [phone number]

EXHIBIT C – LONG FORM NOTICE

6. WHEN DO I GET MY BENEFITS?6

7. WHAT DO PLAINTIFFS AND CLASS COUNSEL GET?.....6

8. WHAT HAPPENS IF I DO NOT OPT OUT OF THE SETTLEMENT?.....7

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10. CAN I OBJECT TO THE SETTLEMENT?7

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12. HOW DO I GET MORE INFORMATION?9

EXHIBIT C – LONG FORM NOTICE

1. How Do I Know If I Am Part of the Settlement?

This case involves a data security incident against Norwood’s computer systems that contained personal identifying information and private health information (“Private Information”) that Norwood provided notice on March 8, 2022 (“Cyber Incident”). You are part of this Settlement as a Settlement Class Member if your Private Information was potentially compromised in the Cyber Incident or you previously received a notification from Defendant pertaining to the Cyber Incident. Members of the Settlement Class, defined below, will be affected.

The Plaintiffs and Defendant will ask the Court to certify a Settlement Class defined as “all individuals residing in the United States whose personal information was or may have been compromised in the data breach that is the subject of the data security incident notice that Defendant sent to Plaintiffs and others in substantially the same form on or around March 8, 2022.” The Settlement Class specifically excludes: (i) Norwood Clinic and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Cyber Incident or who pleads *nolo contendere* to any such charge.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

2. What Is the Lawsuit About?

In September 2021, cybercriminals were able to gain access to Norwood’s computer systems, encrypt certain servers, and potentially accessed without authority Norwood data files that contained current and former patient information. The Lawsuit claims that Norwood was responsible for failing to prevent the Cyber Incident and asserted legal claims such as negligence, negligence per se, invasion of privacy, breach of express and implied contract, unjust enrichment, breach of fiduciary duty, breach of confidence, bailment, invasion of privacy, and violation of Alabama’s Data Breach Security Notification Law.

Norwood has denied and continues to deny all of the claims made in the Lawsuit, as well as charges of wrongdoing or liability against it.

3. Why Is this Case Being Settled?

The Court did not decide in favor of the Plaintiffs or Norwood. Instead, Plaintiffs negotiated a settlement with Norwood that allow both parties to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay.

Settlement was attained only after Plaintiffs’ Counsel conducted a thorough examination and investigation of the facts and law relating to the matters in the Lawsuit, which included

EXHIBIT C – LONG FORM NOTICE

extensive informal discovery, requesting and receiving documents from Defendant, examining Defendant's documents, and questioning Defendant regarding its documents. The parties also engaged a neutral, third-party mediator to assist in the negotiations.

Representative Plaintiffs and Class Counsel believe that the terms of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members. The fact that there is a settlement does not mean that Defendant admits it did anything wrong.

4. What Can I Get from this Settlement?

All Settlement Class Members are eligible to receive **free credit monitoring services and compensation for lost time and out-of-pocket losses resulting from the Cyber Incident**. To receive benefits from the Settlement, **you must complete and return a Claim Form that is available on the Settlement Website at www.norwoodcyberincident.com or you can call the Settlement Administrator at [xxx-xxx-xxxx] to request a copy be mailed to you.**

There are two kinds of Settlement benefits available. You may receive:

- A. **Up to \$1,625** in recovery of any Out-of-Pocket Losses and/or Lost Time that you have suffered as a result of the Cyber Incident. This money will be provided as reimbursement for the following types of losses:
- **Up to \$1,125 in Out of Pocket Losses.** You are eligible to receive reimbursement for money you paid to protect yourself after the Cyber Incident, such as money spent on a credit monitoring service. You are also eligible to receive reimbursement for money you lost as a result of fraud or identity theft. Any losses claimed must be "fairly traceable" to the Cyber Incident, meaning (1) the timing of the loss occurred on or after October 1, 2021 (or the earliest verifiable date the cyber incident occurred); and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the Cyber Incident. To receive reimbursement for these expenses, you must attach documentation that reasonably supports the claimed losses.
 - **Up to \$500 of Lost Time.** You are eligible to receive compensation for time that you spent attempting to mitigate the effects of the Cyber Incident on your life. This can include, for example, time spent on the phone with banks, time spent dealing with replacement card issues or reversing fraudulent charges, time spent researching the Cyber Incident, time spent monitoring accounts, or time spent freezing your credit. You will be reimbursed for your time at \$25/hour for up to twenty (20) hours, but you can only make a claim for lost time if at least one full hour was spent. To prove your lost time, you may either sign and attest that you spent the lost time, or you can provide documentation that supports the lost time (such as phone records).

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- B. Free Credit Monitoring.** The Credit Monitoring and Insurance Services will include the following services, among others: (1) dark web scanning with immediate user notification if potentially unauthorized use of a class member's personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with Equifax, Experian, and TransUnion; and (4) access to fraud resolution agents. To enroll in the Free Credit Monitoring, you must sign and submit a valid Claim Form.

Cash Payments will be paid by electronic transfer or by check sent via first-class mail to the mailing address you provide on the Claim Form. Instructions are provided on the Claim Form enclosed in this mailing and available on the Settlement Website at www.norwoodcyberincident.com.

To participate in the settlement, you must submit a Claim Form. The Claim Form itself contains directions on how to fill it out. The Claim Form will require you to submit documents that prove your claim. For your Out-of-Pocket Expenses, you must submit independent supporting documentation, such as receipts, showing those expenses. For your Lost Time, you may submit either an affidavit or independent supporting documentation as proof.

5. How do I make a claim?

To make a Claim for compensation for lost time, out-of-pocket losses and/or free credit monitoring services, you must complete, sign, and submit the Claim Form. Claim Forms are available on the Settlement Website at www.norwoodcyberincident.com or you can call the Settlement Administrator at [INSERT PHONE NUMBER] to request a copy be mailed to you. You can submit the Claim Form online, or you can mail it to the Settlement Administrator at: [address]. Claim Forms must be submitted online or delivered to, and received by, the Settlement Administrator by 11:59 p.m. Central Standard Time on [DATE].

6. When Do I Get My Benefits?

The Court will decide whether to approve the settlement at a Final Approval Hearing. That hearing is currently scheduled for [DATE].

If the Court approves the Settlement and there are no appeals, then within thirty (30) days of the Effective Date of the Settlement, the Settlement Administrator shall make best efforts to provide enrollment instructions for the free Credit Monitoring Services to Settlement Class Members who selected Credit Monitoring Services on their Claim Forms for all Approved Claims. In addition, cash settlement payments will be issued: (i) within sixty (60) days after the Effective Date provided in the Settlement Agreement; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of the Settlement, whichever date is later.

7. What Do the Plaintiffs and Class Counsel Get?

Prior to the Final Approval Hearing, Class Counsel will ask the Court to award their reasonable attorneys' fees in an amount not to exceed \$700,000.00 and litigation costs not to exceed \$20,000.00.

EXHIBIT C – LONG FORM NOTICE

In addition, the four (4) Representative Plaintiffs in this case will apply to the Court for a Service Award up to \$4,500 each. This payment is designed to compensate Plaintiffs for the time, effort, and risks they undertook in pursuing this litigation on behalf of all the Settlement Class Members.

The Court will ultimately determine and approve the amount of Attorneys' Fees and Costs, as well as the amount of the Service Award, to be awarded to Plaintiffs and Class Counsel.

8. What Happens if I Do Not Opt Out of the Settlement?

If you are a Settlement Class Member and you do not Opt Out of the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the claims in the Settlement Agreement. This means that in exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Norwood and/or any of the Released Parties that involves the same legal allegations as those resolved through this Settlement.

9. How Do I Opt Out of the Settlement?

You can Opt Out of the Settlement Class if you wish to retain the right to sue Defendant separately about issues in the Lawsuit or otherwise related to the Cyber Incident. If you Opt Out, you cannot file a Claim or Object to the Settlement.

To Opt Out, you must individually sign and timely submit written notice of such intent to exclude yourself from the Settlement in *Kathy L. Limbaugh, et. al. v. Norwood Clinic, Inc.*, 01-CV-2022-900851.00. The written notice must have the case name and number and clearly manifest your intent to be excluded from the Settlement Class. Your exclusion request must also include your name, address, and signature. To be effective, your written notice must be either electronically submitted on the Settlement website, www.norwoodcyberincident.com, or sent by mail to the Settlement Administrator at the address below and post-marked no later than sixty (60) days after the date on which the Court enters a Preliminary Approval Order.

Norwood Clinic, Inc. Cyber Incident Settlement Administrator

P.O. Box ____

[City, State] _____ - _____

10. Can I Object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement by filing an Objection with the Court before the deadline has passed. You can't ask the Court to change the terms of the Settlement or order a larger Settlement Benefit; the Court can only approve or disallow the Settlement as it is written. If the Court does not approve the Settlement, then Cash Payments will not be paid, the Injunctive Relief will not be ordered, and the Lawsuit will continue in litigation.

EXHIBIT C – LONG FORM NOTICE

You can also ask the Court to deny Class Counsel’s request for Attorneys’ Fees and Costs and the Service Awards. If the Court does not approve those payments, then Plaintiffs and/or their counsel will not get paid.

You may appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must first submit that objection in writing to the Clerk of the Court as set forth below. **Your objection must be postmarked and received on or before the Objection Deadline.**

To be timely, written notice of your objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the Notice Date of (INSERT DATE), and served concurrently therewith upon Proposed Settlement Class Counsel (Attn: Jon Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C., 2001 Park Place North, Suite 1100, Birmingham, AL 35203); and counsel for Norwood (Attn: Jennifer Stegmaier, Wilson, Esler Moskowitz, Edelman & Dicker, LLP, 55 West Monroe Street, Suite 3800, Chicago, Illinois 60603).

All written objections and supporting papers must clearly include: (i) the case name and number; (ii) the objector’s full name, current mailing address, and telephone number, and any email address; (iii) a signed statement by the objector that he or she believes they are a member of the Settlement Class; (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the objector or his/her attorney intends to appear at the Final Approval Hearing; (vii) specify whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (viii) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; (ix) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years; (x) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative; and (xi) the signature of the objector and his/her attorney. The Notice will inform Settlement Class members that to be considered timely and valid, all objections must be filed with the Clerk for the Jefferson County Circuit Court no later than sixty (60) days following the Notice Date. The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must mail a copy of their objection to the following different places, postmarked no later than sixty (60) days after the Notice Date:

Court	Class Counsel	Defendant’s Counsel
Attn: Clerk of the Court Jefferson County Circuit Court, State of Alabama Birmingham Division 716 Richard Arrington, Jr. Boulevard North Birmingham, AL 35023	Jon Mann Pittman, Dutton, Hellums, Bradley & Mann, P.C. 2001 Park Place North Suite 1100 Birmingham, AL 35203	Jennifer Stegmaier Wilson Elser Moskowitz Edelman & Dicker LLP 55 West Monroe Street Suite 3800 Chicago, IL 60606

EXHIBIT C – LONG FORM NOTICE

You can file a Claim even if you object to the Settlement. If you want to receive benefits in the event that the Court approves the Settlement, then you must submit a Claim Form according to the instructions described above.

11. When Will the Court Make Its Decision on Whether to Approve the Settlement or Not?

The Court will hold a hearing on [DATE] to consider whether to approve the Settlement. The hearing will be held in the Jefferson County Circuit Court before Judge Monica Y. Agee at Circuit Court of Jefferson County, Alabama, Birmingham Division, 716 Richard Arrington, Jr. Boulevard North, Birmingham, AL 35023 and may also be held virtually.

The hearing is open to the public. This hearing date and location may change without further notice to you. Consult the Settlement Website at www.norwoodcyberincident.com for updated information on the hearing date and time. However, if you want to speak at the Final Approval Hearing you must submit a request to the Court and follow the instructions above for objecting to the Settlement. You cannot speak at the hearing if you exclude yourself from the Settlement.

12. How Do I Get More Information?

You can inspect many of the court documents connected with this case on the Settlement Website www.norwoodcyberincident.com.

You can contact the Settlement Administrator at www.norwoodcyberincident.com or [ADDRESS] or by telephone at [info].

PLEASE DO NOT CONTACT THE ATTORNEYS FOR NORWOOD CLINIC, INC. WITH QUESTIONS.

Exhibit D

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, which is attached to Plaintiffs' Motion for Preliminary Approval as **Exhibit 1**, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

2. The Court has jurisdiction over (a) the claims at issue in the lawsuits, (b) Plaintiffs Kathy L. Limbaugh, Kristian Gratton, Mark Wade, and Suzanne Maddox, individually and on behalf of all others similarly situated ("Plaintiffs"), and (c) Defendant Norwood Clinic, Inc., ("Norwood" or "Defendant" and together with Plaintiff, the "Parties").

3. This Order is based on Alabama Rule of Civil Procedure 23 ("Rule 23").

4. The Court finds that the Parties' Settlement as set forth in **Exhibit 1** to Plaintiffs' Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members, pursuant to Rule 23.

PROCEDURAL HISTORY

5. This case involves a putative class action against Norwood relating to a cyber incident against Norwood's computer systems which contained Private Information and may have affected approximately 228,000 of Norwood's current and former patients. Norwood provided notice and mailed notification letters to all potentially impacted individuals for which it had addresses on March 8, 2022.

6. Plaintiff Limbaugh filed her lawsuit against Norwood on March 23, 2022, in the Circuit Court for Jefferson County, Alabama. On August 1, 2022, Plaintiff Limbaugh amended her lawsuit to also include Plaintiffs Gratton and Wade. Plaintiff Maddox filed her lawsuit against Defendant on April 8, 2022, in the Circuit Court for Jefferson County, Alabama.

7. In light of the multiple individual complaints filed by Plaintiffs, the presiding judge at the time, Judge Robert S. Vance, granted the Parties' Joint Motion for Consolidation of Cases for all purposes including trial on November 8, 2022. Additionally, on November 8, 2022, Judge Robert S. Vance appointed Pittman, Dutton, Hellums, Bradley & Mann, P.C and Cory Watson, PC as Interim Co-Lead Counsel.

8. The Plaintiffs' Lawsuits alleged eleven causes of action: (1) negligence; (2) negligence per se; (3) invasion of privacy, (4) breach of express contract, (5) breach of implied contract, (6) unjust enrichment, (7) breach of fiduciary duty, (8) bailment, (9) breach of confidence, (10) violation of Alabama's data breach notification law; and (11) declaratory relief.

9. Plaintiffs and Defendant agreed that an early mediation of the above-captioned litigation (the "Litigation") was warranted and agreed to employ respected mediator Rodney A. Max, Esq., of Upchurch Watson White & Max mediation group. After an exchange of pertinent information, the Parties submitted extensive briefs.

10. On November 14, 2022, the Parties participated in a full day virtual mediation conducted by Rodney A. Max, Esq., a mediator with the respected professional mediation firm Upchurch, Watson, White, & Max. Mr. Max is well versed in data breach and privacy litigation. The parties were unable to reach a resolution, and continued arms-length negotiations with the aid and effort of Mr. Max. On December 5, 2022, the Parties participated in another virtual mediation session conducted by Rodney A. Max, Esq. and failed to reach an agreement on all material terms.

The parties continued arms-length negotiations through Rodney A. Max, Esq., which culminated in agreement on central terms of a settlement. On May 18, 2023, the parties reached an agreement in principle on all material terms which was memorialized into a Settlement Agreement.

SETTLEMENT BENEFITS

11. The Settlement negotiated on behalf of the Class provides for monetary relief to be paid by Norwood to eligible claimants of a Settlement Class that includes 228,000 persons whose Private Information was potentially compromised as a result of the Norwood Data Breach and who were sent written notice thereof. Defendant will provide (1) reimbursement for Lost Time; (2), reimbursement for Out-of-Pocket Losses; (3) Credit Monitoring Services; (4) notice and administration costs; and (5) Plaintiffs' service awards and attorneys' fees and costs awarded by the Court. Specifically, Settlement Class Members may be eligible to receive the following Settlement Benefits:

- a. Payment for Lost Time: Settlement Class Members can make a claim for compensation for up to twenty (20) hours of lost time, compensable at a rate of \$25.00 per hour (\$500.00 total) for time spent to mitigate the potential effects of or to deal with the effects of the Data Breach. Claims for lost time may include, without limitation, time spent dealing with replacement card issues, reversing fraudulent charges, or monitoring accounts, but only if at least one full hour was spent. To be valid, a claim for compensation for lost time must be supported by a signed statement or reasonable documentation of the time lost.
- b. Payment for Out-of-Pocket Losses: Settlement Class Members can make a claim for recovery of out-of-pocket costs or expenditures incurred by a Class Member that are fairly traceable to the Data Breach. Out-of-Pocket Losses will be deemed "fairly traceable" if (1) the timing of the loss occurred on or after September 20,

2021 (or the earliest verifiable date the data breach occurred); and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the Data Breach. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Class Member's personal information; (2) costs incurred on or after September 20, 2021 (or the earliest verifiable date the data breach occurred) associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of- Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (4) credit monitoring or other mitigative costs that were incurred on or after October 1, 2021 (or the earliest verifiable date the data breach occurred) through the date of the class member's claim submission; and (5) unpaid time off work to address issues fairly traceable to the data breach at the actual hourly rate of that class member.

- c. Credit Monitoring and Insurance Services: Norwood will offer each Class Member with up to two years of free credit monitoring services, which services will include (1) dark web scanning with immediate user notification if potentially unauthorized use of a class member's personal information is detected; (2) identity theft insurance; (3) real-time credit monitoring with all three credit bureaus (Equifax, Experian, and TransUnion); and (4) access to fraud resolution agents. Class Members will be required to submit a claim to obtain this benefit.

d. Non-Monetary Relief: In addition to the settlement benefits set forth in subsections (a) – (c) above, after discovering the Cyber Incident, and during the pendency of this Litigation, Norwood adopted and implemented significant data security measures, as identified below. Effective January 14, 2023, Norwood entered into an asset purchase agreement pursuant to which it sold its assets and is now closing down all of its operations and is no longer seeing patients.

- Reset all passwords and changed password requirements;
- Changed all admin accounts to 8-character passwords;
- Upgraded to Office 365; Conducted risk assessments;
- Went through all systems to ensure all patches updated, firewalls updated;
- Implemented 2-factor authentication (when converting to Office 365);
- Provided cybersecurity training to employees; and
- Revamped policies.

12. In the event the amount claimed under paragraph 11 exceeds two million three hundred thousand dollars (*i.e.* \$2.3 million) after paying for payment of court approved attorneys' fees and costs, service awards and payment of costs for Notice and Claims Administration, the amount paid to valid claimants will be reduced on a *pro rata* basis.

CLASS CERTIFICATION

13. For purposes of settlement only, and pursuant to Rule 23, the Court provisionally certifies the class, defined as follows:

All individuals residing in the United States whose Private Information was or may have been compromised in the Cyber Incident that is the subject of the data security notice that Defendant sent to Plaintiffs and others in substantially the same form on or about March 8, 2022.

14. The Settlement Class specifically excludes: (i) Norwood, Inc., and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

15. The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Plaintiffs' claims are typical of the claims of the Settlement Class; (d) the Plaintiffs will fairly and adequately protect the interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Alabama Rules of Civil Procedure 23(a)(1)-(4), (b)(3).

SETTLEMENT CLASS REPRESENTATIVES AND CLASS COUNSEL

16. Kathy L. Limbaugh, Kristian Gratton, Mark Wade, and Suzanne Maddox are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, will be adequate Class Representatives.

17. The Court finds that Pittman, Dutton, Hellums, Bradley & Mann, P.C., Cory Watson, P.C., and Migliaccio & Rathod LLP are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

NOTICE TO SETTLEMENT CLASS

18. No later than thirty (30) days after entry of the Preliminary Approval Order (the "Notice Date"), Notice shall be provided to Settlement Class Members via postcard mail to the postal address used for providing notice to the Settlement Class Members by Norwood in or about October 2021 and via e-mail to any e-mail address Norwood has on record for class members. A reminder e-mail shall also be sent to all settlement class members for whom the

Administrator is able to procure a valid email address, two weeks prior to the deadline for Settlement Class Members to submit their claim. The notice plan shall be subject to approval by the Court as meeting constitutional due process requirements. The Claims Administrator shall establish a dedicated settlement website, www.norwoodcyberincident.com, and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement. The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request of Settlement Class Members.

19. Prior to any dissemination of the Short Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Complaints in the Actions, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Claims Administrator directly. The Settlement Website shall further allow for submission of Requests of Exclusion electronically through the Settlement Website.

20. The Claim Form, Short Notice, and Long Notice, attached as Exhibits A-C, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved.

The Notice contains all essential elements required to satisfy state statutory requirements and due process under Alabama Rule 23(c)(2), the United States Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

21. The Notice plan set forth in the Settlement Agreement and described herein satisfies the requirements Rule 23(c)(2), provides the best notice practicable under the circumstances, and is hereby approved.

22. The Claims Administrator is directed to carry out Notice as set forth in the Settlement Agreement.

23. Settlement Class Members who seek to be excluded from the Settlement Class shall individually sign and timely submit written notice of such intent via electronically through the Settlement Website or to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest the intent to be excluded from the Settlement Class. To be effective, written notice must be electronically submitted or mailed with the postmark dated no later than sixty (60) days after the Notice Date. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not timely request to be

excluded from the Settlement Class in the manner set forth in the Settlement Agreement shall be bound by the terms of the Settlement Agreement and Final Approval Order and Judgment entered thereon.

24. In the event that 2% or more of the class opts out of the settlement (exclusions), Norwood may, by notifying Class Counsel in writing within fourteen (14) days after the Opt-Out Date, void the Settlement Agreement. If Norwood voids the Settlement Agreement pursuant to this Paragraph: (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

25. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the case name and number; (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); (viii) specify whether the objection applies

only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (ix) include all documents and writings that the objector desires the Court to consider; (x) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (xi) be filed or postmarked on or before the Objection Deadline. In addition to the foregoing, objections must also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years; and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff or class representative. The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must mail a copy of their objection to the Clerk of the Court, Class Counsel, and Defendant's Counsel as stated herein.

26. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than sixty (60) days after the Notice Date and served concurrently therewith upon by mail (postmarked no later than sixty (60) days after the Notice Date) to Class Counsel (Attn: Jon Mann, Pittman, Dutton, Hellums, Bradley & Mann, P.C., 2001 Park Place North, Suite 1100, Birmingham, AL 35203); and counsel for Norwood (Attn: Jennifer S. Stegmaier, 55 West Monroe Street, Suite 3800, Chicago, Illinois 60603).

27. Any Settlement Class Member who does not make their objections to the Settlement in the manner and by the date set forth herein shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge

to the Settlement Agreement shall be through the provisions stated herein and set forth in the Settlement Agreement.

28. Without limiting the foregoing, any challenge to the Settlement Agreement, this Preliminary Approval Order, the Final Approval Order, and Final Judgment shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

29. The Claims Administrator shall calculate and administer the claims submitted by Settlement Class Members in accordance with the terms of the Settlement Agreement. Class Counsel and counsel for Defendant shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Claims Administrator shall determine the validity or invalidity of any such claims shall be binding, subject to the dispute resolution process set forth in the Settlement Agreement.

30. The Court appoints A.B. Data, Ltd. as Settlement Administrator.

31. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

32. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

33. If the Final Approval Order and Final Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall

be forever barred from receiving any payments or benefits pursuant to the Settlement and will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including the Releases contained therein and the Final Approval Order and Judgment.

34. Prior to the Final Approval Hearing, Class Counsel and Norwood shall cause to be filed with the Court an appropriate affidavit or declaration regarding compliance with the provisions of the Settlement Agreement relating to the Notice provided to the Settlement Class Members.

FINAL APPROVAL HEARING

35. A Final Approval Hearing shall be held not less than 110 days following the entry of this Order, *to wit*, on _____, 2023, at the Circuit Court of Jefferson County, Alabama, Birmingham Division, or as otherwise directed by the Court, to be noticed on the Settlement Website.

36. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

37. At the Final Approval Hearing, the Court will determine whether: (1) this action should be finally certified as a class action for settlement purposes pursuant Rule 23(a)(1)-(4), (b)(3) & (c)(1); (2) the Settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for Attorneys' Fee Award and Costs should be approved; (6) the Class Representatives' requests for Service Awards should be approved; and (7) the Parties, their respective attorneys, and the Settlement Administrator should consummate the Settlement in accordance with the terms of the Settlement Agreement.

38. Class Counsel shall file a motion for an Attorneys' Fee Award and Costs and Class Representatives' requests for Service Awards on or before fourteen (14) days prior to the Objection Deadline.

39. Class Counsel shall file a motion for Final Approval and Final Judgment of the Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing.

RELEASE

40. Upon the Effective Date, and without any further action, each Settlement Class Member, including Representative Plaintiffs, and including themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors, trustees and administrators, shall be deemed to have, and by operation of the Final Approval Order and Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against each and any of the Released Entities and shall forever be barred and enjoined, without the necessity of any of the Released Entities posting a bond, from commencing, instituting, prosecuting or maintaining any of the Released Claims. Further, upon the Effective Date, and without any further action, Representative Plaintiffs further agree not to knowingly and voluntarily assist in any way any third-party in commencing or prosecuting any suit against the Released Entities relating to any Released Claim.

TERMINATION

41. In the event that the Effective Date does not occur, class certification shall be automatically vacated and this Preliminary Approval Order, and all other orders entered and releases delivered in connection herewith, shall be vacated and shall become null and void.

42. In the event the Settlement is terminated, the Parties to the Settlement Agreement, including Settlement Class Members, shall be deemed to have reverted to their respective status

in the Action immediately prior to the execution of the Settlement Agreement, and, except as otherwise expressly provided in the Settlement Agreement, the Parties shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Settlement Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

SUMMARY OF DEADLINES

43. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

EVENT	DATE
Notice Date	No later than 30 days after entry of this Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Expenses and Service Awards for Class Representatives	No later than 14 days prior to the Objection Deadline
Deadline for Class Members to Opt-Out of Settlement	60 days after entry of Preliminary Approval Order
Deadline for Class Members to Object to Settlement	60 days after entry of Preliminary Approval Order
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days after Notice Date

Deadline for Plaintiffs to File Motion for Final Approval and Judgment	No later than 7 days prior to the date of the Final Approval Hearing
Final Approval Hearing	[To be determined by the Court. Must be 90 days from the date of preliminary approval.]

44. Upon application of the Parties and good cause shown, the deadlines set forth in this Preliminary Approval Order may be extended by order of the Court, without further notice to the Settlement Class. Settlement Class Members must check the Settlement Website regularly for updates and further detail regarding extensions of these deadlines. The Court reserves the right to adjourn or continue the Final Approval Hearing and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Settlement Class.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2023_

 JUDGE MONICA Y. AGEE

Exhibit E

Exhibit F

4. The Court has read and considered the papers filed in support of this Motion for Final Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. Based on the papers filed with the Court, the Court now gives Final Approval of the Settlement and finds that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Action, and the fact that the Settlement Agreement is the result of arm's-length negotiations presided over by a neutral mediator further supports this finding.

6. Pursuant to Rule 23 of the Alabama Rules of Civil Procedure ("Rule 23"), and for the purposes of settlement only, the following Settlement Class consists of:

All individuals residing in the United States whose Private Information was or may have been compromised in the Cyber Incident that is the subject of the data security notice that Defendant sent to Plaintiffs and others in substantially the same form on or about March 8, 2022.

7. For settlement purposes only, the Court confirms the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Jonathan S. Mann, Austin B. Whitten, and Michael C. Bradley of Pittman, Dutton, Hellums, Bradley & Mann, P.C.; Hiryle R. "Ryan" Lutz of Cory Watson, PC; and Nicholas A. Migliaccio and Jason Rathod of Migliaccio & Rathod LLP.

8. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is too numerous for their joinder to be practicable; (b) there are questions of law and fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Representative Plaintiffs and Class Counsel have fairly and adequately protected, and will continue to fairly and

adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this Action.

9. The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 23, applicable law, and the due process clauses of both the U.S. and Alabama Constitutions.

10. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The terms of the Settlement Agreement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

11. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement) as to Plaintiffs' and all Settlement Class Members' claims against the Released Parties. The Court adjudges that the Released Claims and all the claims described in the Settlement Agreement are released against the Released Parties.

12. The Court adjudges that the Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement Agreement.

13. The Court further adjudges that, upon entry of this Final Approval Order, the Settlement Agreement and the above-described release of the Released Claims will be binding on, and have res judicata preclusive effect in, all pending and future lawsuits or other proceedings related to the Released Claims maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their

respective predecessors, successors, heirs, beneficiaries, conservators, trustees, executors, administrators, representatives, and assigns of each of the foregoing, as set forth in the Settlement Agreement. The Released Parties may file the Settlement Agreement and/or this Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

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

16. The Court approves payment of attorneys' fees and costs to Class Counsel in the amount of \$_____ ("Attorneys' Fee Award"). This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees and costs, finds the award of attorneys' fees and costs appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's-length without collusion, and that the negotiation of

attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

17. The Court approves the Service Awards in the amount of \$_____ for each of the Representative Plaintiffs: Kathy L. Limbaugh; Kristian Gratton; Mark Wade; and Suzanne Maddox. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for payment of the Service Awards appropriate and reasonable in light of the services performed by Representative Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to be available to the Settlement Class.

18. Neither this Final Approval Order, the separate Final Judgment, nor the Settlement Agreement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Approval Order and separate Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendant or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of the Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendant.

19. No objections were filed in this matter. Any objections to the Settlement Agreement are overruled and denied in all respects. The Court finds no reason to delay entering this Final

Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval Order and separate Judgment.

20. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Approval Order and do not limit the rights of the Settlement Class Members.

21. Without affecting the finality of this Final Approval Order and the Final Judgment for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: _____, 2023

JUDGE MONICA Y. AGEE