



AlaFile E-Notice

01-CV-2023-904352.00

Judge: JAVAN PATTON CRAYTON

To: HIRLYE RAY LUTZ III
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NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

SAMUEL LEE ET AL V. BAPTIST HEALTH CENTERS, LLC, D/B/A CARDIOVASCULAR
01-CV-2023-904352.00

The following matter was FILED on 4/27/2026 1:22:45 PM

C001 LEE SAMUEL

C002 YATES CHRISTOPHER

C003 DUNN MARK

C004 JONES MICAH

C005 ELLIOTT MELVIN

C006 CAREW SUSAN

C007 TOLLESON JIMMY

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
MEMORANDUM IN SUPPORT

[Filer: LUTZ HIRLYE RAY III]

Notice Date: 4/27/2026 1:22:45 PM

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JEFFERSON COUNTY, ALABAMA
716 RICHARD ARRINGTON, JR BLVD
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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
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STATE OF ALABAMA

Revised 3/5/08

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01-JEFFERSON

District Court Circuit Court

CV2

SAMUEL LEE ET AL V. BAPTIST HEALTH CENTERS, LLC, D/B/A CARDIOVASCULAR

CIVIL MOTION COVER SHEET

Name of Filing Party: C001 - LEE SAMUEL
C002 - YATES CHRISTOPHER
C003 - DUNN MARK
C004 - JONES MICAH
C005 - ELLIOTT MELVIN
C006 - CAREW SUSAN
C007 - TOLLESON JIMMY

Name, Address, and Telephone No. of Attorney or Party. If Not Represented.

HIRLYE RAY LUTZ III
2131 MAGNOLIA AVENUE, SUITE 200
BIRMINGHAM, AL 35205
Attorney Bar No.: LUT005

Oral Arguments Requested

TYPE OF MOTION

Motions Requiring Fee

Motions Not Requiring Fee

- Default Judgment (\$50.00)
Joinder in Other Party's Dispositive Motion (i.e. Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- Judgment on the Pleadings (\$50.00)
- Motion to Dismiss, or in the Alternative Summary Judgment (\$50.00)
- Renewed Dispositive Motion (Summary Judgment, Judgment on the Pleadings, or other Dispositive Motion not pursuant to Rule 12(b)) (\$50.00)
- Summary Judgment pursuant to Rule 56 (\$50.00)
- Motion to Intervene (\$297.00)
- Other _____ pursuant to Rule _____ (\$50.00)

- Add Party
- Amend
- Change of Venue/Transfer
- Compel
- Consolidation
- Continue
- Deposition
- Designate a Mediator
- Judgment as a Matter of Law (during Trial)
- Disburse Funds
- Extension of Time
- In Limine
- Joinder
- More Definite Statement
- Motion to Dismiss pursuant to Rule 12(b)
- New Trial
- Objection of Exemptions Claimed
- Pendente Lite
- Plaintiff's Motion to Dismiss
- Preliminary Injunction
- Protective Order
- Quash
- Release from Stay of Execution
- Sanctions
- Sever
- Special Practice in Alabama
- Stay
- Strike
- Supplement to Pending Motion
- Vacate or Modify
- Withdraw
- Other Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Memorandum In Support

*Motion fees are enumerated in §12-19-71(a). Fees pursuant to Local Act are not included. Please contact the Clerk of the Court regarding applicable local fees.

Local Court Costs \$ 0

pursuant to Rule Rule 23 (Subject to Filing Fee)

Check here if you have filed or are filing contemporaneously with this motion an Affidavit of Substantial Hardship or if you are filing on behalf of an agency or department of the State, county, or municipal government. (Pursuant to §6-5-1 Code of Alabama (1975), governmental entities are exempt from prepayment of filing fees)

Date:

4/27/2026 1:11:48 PM

Signature of Attorney or Party

/s/ HIRLYE RAY LUTZ III

*This Cover Sheet must be completed and submitted to the Clerk of Court upon the filing of any motion. Each motion should contain a separate Cover Sheet.

**Motions titled 'Motion to Dismiss' that are not pursuant to Rule 12(b) and are in fact Motions for Summary Judgments are subject to filing fee.



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

**SAMUEL LEE, CHRISTOPHER YATES,
MICAH JONES, MELVIN ELLIOT,
SUSAN CAREW, and JIMMY TOLLESON,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

**BAPTIST HEALTH CENTERS, LLC,
d/b/a CARDIOVASCULAR ASSOCIATES,**

Defendant.

CASE NO.: 01-CV-2023-904352.00

JURY TRIAL DEMANDED

**PLAINTIFFS' *UNOPPOSED* MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MEMORANDUM IN SUPPORT**

Plaintiffs Samuel Lee, Christopher Yates, Micah Jones, Melvin Elliott, Susan Carew, and Jimmy Tolleson, individually (“Representative Plaintiffs” or “Plaintiffs”), and on behalf of the proposed Settlement Class of similarly situated individuals, respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement and Memorandum of Law in Support thereof.¹ As set forth below and in the proposed Final Approval Order submitted herewith, Plaintiffs respectfully request that this Court enter an Order and thereafter a Final Judgment as follows: (a) granting certification of the Settlement Class for settlement purposes; (b) appointing

¹ Unless otherwise specified, capitalized terms not herein defined shall have the meaning ascribed to them in the Settlement Agreement (“SA”), which is attached as Exhibit A to *Plaintiffs’ Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement*.

Plaintiffs as Representative Plaintiffs and reaffirming as Class Counsel the attorneys appointed in the Preliminary Approval Order; (c) finding the Notice Program satisfied due process requirements and Alabama Rule of Civil Procedure 23; (d) finding the terms of the Settlement are fair, reasonable, and adequate; (e) directing the Parties, their attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the Final Approval Order and the terms of the Agreement; (f) resolving all claims, including the Released Claims, against the Released Parties and ruling the Settlement is binding on all Settlement Class Members, including the Releases contained in the Agreement; (g) overruling objections, if any; (h) granting this *Motion For Final Approval of Class Action Settlement and Memorandum in Support*; and (i) dismissing the Action and entering a Final Judgment.

I. Introduction

On January 5, 2026, the Court granted preliminary approval of the Settlement between Plaintiffs and Defendant Baptist Health Centers, LLC, d/b/a Cardiovascular Associates, and ordered that Notice be given to the Settlement Class. The Settlement provides an excellent result for the roughly 433,348-person Settlement Class in the form of monetary and non-monetary relief, which includes: (1) up to \$5,000 in reimbursement of documented losses fairly traceable to the Data Security Incident; (2) *pro rata* cash payments from the Settlement Fund, and (3) three years of credit and medical account monitoring services that includes \$1,000,000 of fraud/identity theft insurance. The Settlement also provides for equitable relief in the form of data security enhancements implemented at considerable cost to Defendant.

After extensive arm's-length negotiations and a full-day mediation, the Parties negotiated the Settlement, thereby allowing Plaintiffs to circumvent the many risks and uncertainties they would ultimately face at each stage of litigation if the case were to proceed to trial. Indeed,

Plaintiffs' claims involve the intricacies of data security litigation, which is a novel and constantly evolving area of the law. Although Plaintiffs believe in the merits of their claims, Defendant denies all charges of wrongdoing or liability. Against these risks, Class Counsel and Plaintiffs believe that the Settlement is fair, reasonable, and adequate, and represents an excellent result for the Settlement Class.

After this Court granted preliminary approval, the Settlement Administrator disseminated Notice to the Settlement Class as set forth in the Settlement Agreement. The Settlement Administrator provided Individual Notice directly to Settlement Class Members via first-class mail, and it also disseminated an additional digital publication notice campaign targeted to reach Settlement Class Members. Notice successfully reached 80% of the Settlement Class which easily meets the due process standard. *See Declaration of the Settlement Administrator Regarding the Status of Notice and Settlement Administration* attached hereto as **Exhibit 1** ("Admin. Decl."), ¶ 16. The Notice was written in plain language, providing each Settlement Class Member with information on how to make a claim, how to opt-out, and how to object to the Settlement. Settlement Class Members' support for the Settlement has been very favorable, with *zero opt-out requests or objections*. Admin. Decl. ¶¶ 18-19.

For these reasons and those further set forth herein, Plaintiffs respectfully request the Court grant their Motion for Final Approval of the Class Action Settlement.

II. Background and Procedural History

In the interest of efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to, and hereby incorporate, *Plaintiffs' Unopposed Motion and Memorandum in Support of Preliminary Approval of Class Action Settlement* and the declaration in support filed on December 23, 2025.

III. Summary of Settlement

A. Settlement Benefits

The Settlement negotiated on behalf of the Settlement Class provides significant relief for the Plaintiffs and Settlement Class Members who submit timely and valid claims. The Settlement requires Defendant to establish a non-reversionary Settlement Fund in the amount of \$4,850,000, which provides for the following: (1) reimbursement of documented monetary losses, up to \$5,000, (2) three years of credit and medical account monitoring and at least \$1,000,000 of fraud/identity theft insurance; and (3) a *pro rata* cash payment, with no maximum cap; (4) equitable relief in the form of information security enhancements. *See* SA ¶ 60. The Settlement Fund will also be used to pay for the costs of notice and settlement administration and Plaintiffs’ service awards and attorneys’ fees and costs awarded by the Court. *Id.* ¶ 52. The Settlement provides for relief for a Settlement Class of over 433,000 individuals, which is defined as:

All persons residing in the United States whose Personal Information was accessed as a result of the Data Security Incident discovered by CVA on or about December 5, 2022.

SA ¶ 50. The Settlement specifically excludes: Defendant; all judges presiding over the Action and members of their families; persons who validly opt-out; persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; Class Counsel and Defendant’s Counsel; and the legal representatives, successors, and assigns of any such excluded persons. *Id.* ¶ 51.

1. *Monetary Relief*

The monetary relief provided for by the Settlement Agreement consists of reimbursement of documented monetary losses, fairly traceable to the Data Security Incident up to \$5,000 per individual (“Monetary Losses”) and a Pro Rata Cash Payment. SA ¶ 60(a) and (c). Monetary

Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long distance telephone charges. Settlement Class Members with Monetary Losses must submit documentation supporting their claims. SA ¶ 60(a).

Settlement Class Members may also submit a claim for a *Pro Rata* Cash Payment. *Id.* ¶ 60(c). The amount of this benefit shall be determined *pro rata* based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, costs of credit and medical monitoring, and claims for Reimbursement of Documented Monetary Losses. There is no maximum payment amount for *Pro Rata* Cash Payments. *Id.*

2. Credit and Medical Monitoring and Identity Theft Protections

All Settlement Class Members may submit a claim for three (3) years of three-bureau credit and medical account monitoring and at least \$1,000,000 of fraud/identity theft insurance. Settlement Class Members may use their code to enroll for a period of 12 months (meaning that a Class Member could enroll up to the end of the first year and have coverage for the full three (3) years). SA ¶ 60(b). Such coverage and flexibility in enrollment will provide protection for Settlement Class Members against future identity theft. The three-year period will commence when Settlement Class Members use their codes to activate the monitoring. *Id.*

3. Equitable and Prospective Relief

In addition to the benefits available to Settlement Class Members described above, Plaintiffs have also received a confidential sworn declaration from Defendant that Defendant has implemented certain reasonable steps to further secure its systems and environments to protect Plaintiffs' sensitive information going forward. SA ¶ 58(d). None of the past or future costs associated with the development and implementation of these enhanced security procedures has been or will be paid by Plaintiffs, and no portion of the Settlement Fund will be used for this purpose. *Id.*

B. Attorneys' Fees, Costs, and Expenses

On March 23, 2026, Class Counsel moved for an attorneys' fee and expenses award of \$1,616,667, one-third of the Settlement Fund plus reimbursement of litigation costs and expenses of \$11,242.08. The fee motion and supporting declaration were posted to the Settlement Website so Settlement Class Members could access and review it prior to submitting a claim, objection, or request for exclusion from the settlement and not a single objection was received. Admin Decl. ¶¶ 18-19. To date, no Settlement Class Members have objected to the requested attorneys' fees.

C. Notice and Settlement Administration Costs

Defendant agreed to pay for Notice and Settlement Administration costs from the Settlement Fund, including the cost of implementing and developing the Notice Program, as well as the costs of a Settlement Administrator to disseminate Notice, administer the Settlement, evaluate claims, and pay Settlement Class Members who submitted timely and valid claims. SA ¶ 63. The final cost will not be known to the Parties until administration is complete, however, such costs are estimated to be \$264,197.47. Admin. Decl. ¶ 20.

D. Release

Upon entry of the Final Approval Order, Settlement Class Members who do not submit a valid and timely request for exclusion from the Settlement Agreement will release claims against Defendant related to the Data Incident. The “Released Claims” are fully defined in Paragraph 33 of the Settlement Agreement and include all claims “arising out of, or relating to the Data Security Incident, and which have been asserted or could have been asserted based on the facts alleged in this Action against any of the Released Parties.” SA ¶ 33. The Release is tailored to the claims that have been pleaded or could have been pleaded in this case. *See* Declaration of Jonathan Mann in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. 127, Ex. 2) (“Mann Prelim. App. Decl.”) ¶ 31.

IV. The Settlement Merits Final Approval

A class action may be settled, voluntarily dismissed, or compromised only with court approval. Ala. R. Civ. P. 23(e). Judicial policy favors voluntary settlement as the means of resolving class-action cases; however, the court has an independent duty to ensure that the settlement is fair, adequate, and reasonable. *See Austin v. Hopper*, 28 F.Supp.2d 1231 (M.D. Ala. 1998). Courts review a proposed class action settlement for fairness, reasonableness, and adequacy. Ala. R. Civ. P. 23; *Perdue v. Green*, 127 So. 3d 343, 356 (Ala. 2012). Courts have long recognized that “class action suits have a well-deserved reputation as being the most complex,” and, therefore, compromise is particularly appropriate. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977); *In re Domestic Air Transportation Antitrust Litigation*, 148 F.R.D. 297, 312 (N.D. Ga. 1993) (“Settlements of class actions are highly favored in the law and will be upheld whenever possible because they are means of amicably resolving doubts and preventing lawsuits.”); *In re General Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F. 3d 768, 784 (3d Cir. 1995) (“The law favors settlement, particularly in class actions. . .”).

A. The Settlement is Fair and Reasonable

In assessing a class action settlement, the courts are advised to “refrain from making a precise determination of the parties’ respective legal rights.” *EEOC v. Hiram Walker & Sons, Inc.*, 768 F. 2d 884, 889 (7th Cir. 1985). Similarly, “[t]he proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 614, 625 (9th Cir. 1982). Even if “the relief afforded by the proposed settlement is substantially more narrow than it would be if the suits were to be successfully litigated,” this is no objection to a class settlement, since “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.” *Air Line Stewards & Stewardesses Assn’ v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972).

Instead, considerable weight should be given to the views of experienced counsel on the merits of the settlement. *Gautreaux v. Pierce*, 690 F.2d 616, 631 (7th Cir. 1982). There is a “strong initial presumption” that an arms-length settlement arrived at by counsel experienced in the type of litigation involved on the basis of sufficient information concerning the claims at issue is fair. *Feder v. Harrington*, 58, F.R.D. 171, 175 (S.D.N.Y. 1972). Stated another way, “[t]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of the counsel.” *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (citing *Flinn v. FMC Corp.*, 528 F. 2d 1169, 1173 (4th Cir. 1975)); *Pettway v. American Cast Iron Pipe Co.*, 576 F. 2d 1157, 1214 (5th Cir. 1978) cert. denied, 439 U.S. 1115 (1979). Also, it is essential that the Court does not examine the settlement as if the defendant had been found liable. *See, e.g., City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455-56 (2nd Cir. 1974); *Cf. Cotton*, 559 F. 2d at 1330 (“Inherent in

compromise is a yielding of absolutes and an abandoning of highest hopes”) (quoting *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y. 1972)).

In *Adams v. Robertson*, 676 So. 2d 1265 (Ala. 1995), the Alabama Supreme Court set forth eight factors that trial courts may consider when determining whether to approve a settlement: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which the settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; (6) the stage of the proceedings at which the settlement was achieved; (7) the financial ability of the defendant(s) to withstand a greater judgment and the potential for a judgment or judgments in an amount or amounts likely to trigger due process considerations relating to punitive damages; and (8) whether proper notice was given. *Id.* at 1273; *see also Perdue*, 127 So. 3d at 356.

As shown below, these factors all support a finding that the proposed Settlement is fair and reasonable and should be approved.

1. *The likelihood of success at trial*

While Plaintiffs strongly believe they have a good likelihood of prevailing on their claims, they are also aware that Defendant has denied their material allegations and has raised several legal defenses, any of which, if successful, could result in Plaintiffs and the proposed Settlement Class Members receiving no relief whatsoever. Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Desue v. 20/20 Eye Care Network, Inc.*, No. 21-cv- 61275, 2023 U.S. Dist. LEXIS 117355, at *24 (S.D. Fla. July 8, 2023) (“This is not only a complex case—it lies within an especially risky field of litigation: data breach.”). Class certification is another

hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). And while it is easy to hope for a substantial award at trial, as one federal district court reminded several objectors to a class settlement, “[i]n the real world. . .the path to a large damage award is strewn with hazards.” *In re Gulf Oil/Cities Serv. Tender Offer Litigation*, 142 F.R.D. 588, 595 (S.D.N.Y. 1992). The Settlement replaces the risks of establishing liability and damages with immediacy and certainty of a substantial recovery.

Given there is significant risk that either Plaintiffs’ individual claims will not survive, or that Plaintiffs will ultimately be unsuccessful in certifying a class of individuals who would be entitled to any award following trial, this factor favors final approval.

2. *The Settlement is within the range of possible recovery at trial and is fair, reasonable, and adequate*

The second and third *Adams* factors are often considered together. *See Burrows v. Purchasing Power, LLC*, No. 1:12-cv-22800, 2013 U.S. Dist. LEXIS 189397, at *14 (S.D. Fla. Oct. 4, 2013) (the second and third factors “are easily combined”). In determining whether the amount of the settlement is reasonable, “the Court is not confined to the mechanistic process of comparing the settlement to the estimated recovery times the multiplier derived from the likelihood of prevailing on the merits.” *In re Corrugated Container Antitrust Litigation*, 643 F. 2d 195, 217 (5th Cir. 1981). Instead, the Court must recognize that, “[i]n any case, there is a range of reasonableness with respect to a settlement - a range which recognizes the uncertainties of law and fact in a particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *Newman v. Stein*, 464 F. 2d 689, 693 (2d Cir.1972), *cert. denied sub nom.*, 409 U.S. 1039 (1972). There is no fixed point above or below which a settlement is or is not fair. Indeed, “[t]he fact that a proposed settlement may only amount to a fraction of the potential

recovery does not, in and of itself, mean that the proposed settlement is inadequate; there is no reason why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.” *In re TBK Partners, Limited v. Western Union Corp.*, 675 F. 2d 456, 463-64 (2d Cir. 1982).

Here, the proposed Agreement is fair, reasonable, and adequate and is in the best interest of Settlement Class Members because, upon submission of a valid Claim Form and approval of the claim, Settlement Class Members may be provided (1) up to \$5,000 in reimbursement of documented losses fairly traceable to the Data Security Incident; (2) *pro rata* cash payments from the Settlement Fund, and (3) three years of credit and medical account monitoring, including \$1,000,000 of fraud/identity theft insurance. SA ¶ 60. This relief is especially beneficial to the Settlement Class Members in light of the possibility that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. Thus, the Settlement provides an immediate and substantial benefit to participating Settlement Class Members and is eminently reasonable, especially considering that it avoids the potential contingencies of continued litigation. *See Columbus Drywall & Insulation, Inc. v. Masco Corp.*, 258 F.R.D. 545, 559 (N.D. Ga. 2007) (court found settlement fair, reasonable, and adequate, and approval warranted where there was an immediate and substantial benefit to the class).

Thus, in light of the second and third *Adams* factors, the proposed Settlement is fair, reasonable, and adequate and warrants the Court’s final approval.

3. *The complexity, expense, and duration of the Litigation*

With respect to factor four, in the absence of settlement, it is certain that the expense, duration, and complexity of the resulting protracted litigation would be substantial. Courts have consistently viewed the expense and possible duration of litigation as factors appropriately

considered in evaluating the reasonableness of a settlement. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1292 (9th Cir. 1992) (“complexity, duration and sheer enormity of the pending class action weighed heavily against a conclusion that the district court abused its discretion in approving the settlement”). Continued litigation would increase the burden on the court, without any guaranteed benefit to Plaintiffs or Settlement Class Members. “Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’” *Woodward v. NORAM Chem. Co.*, No. Civ-94-0870, 1996 U.S. Dist. LEXIS 7372, at *62-63 (S.D. Ala. May 23, 1996). Where a settlement, like here, “will alleviate the need for judicial exploration of . . . complex subjects [and] reduce litigation costs[,]” this factor weighs in favor of final approval. *See Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

Here, continued litigation of all issues by Defendant, which are represented by highly capable counsel, would have prolonged any recovery to Settlement Class Members. The Parties would have to undergo significant motions practice and discovery before any trial on the merits could even be contemplated. Such motions practice would likely include motions for summary judgment on each Plaintiffs’ individual claims, briefing on any motion for class certification brought by Plaintiffs, motions to exclude expert witness(es), in addition to briefing motions involving discovery disputes. Further, given the complexity of the issues and the amount in controversy, the defeated party(ies) would likely appeal any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. And even if Plaintiffs were ultimately successful in the continued prosecution of the case through trial, appeals taken by the determined Defendant would entail enormous additional effort and expense with no promise of a greater recovery. As such, the immediate and considerable relief provided to the Class under the

Settlement Agreement weighs heavily in favor of its final approval compared to the inherent risk and delay of continued litigation, trial, and appeal.

4. *The response to the Settlement has been overwhelmingly positive*

It is well-settled that “the reaction of the Class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy.” *Sala v. National Railroad Passenger Corp.*, 721 F.Supp. 80, 83 (E.D. Pa 1989). A favorable reception by the Class constitutes “strong evidence” of the fairness of the settlement and supports judicial approval. *In re Payne Webber Limited Partnerships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997), *aff’d*, 117 F. 3d 721 (2d Cir. 1997) (citing *Detroit v. Grinnell Corp.*, 495 F. 2d 448, 462 (2d Cir. 1974)).

Given the strength of this Settlement and the significant benefits that Settlement Class Members can claim, the Settlement has been received positively by the Settlement Class. The 10,727 valid Claim Forms submitted by Settlement Class Members represent a 2.3% claims rate.² Admin. Decl. ¶ 17. This surpasses the claims rates frequently seen in other data breach class action settlements that have been approved. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 U.S. Dist. LEXIS 65200 (E.D. Pa. Apr. 9, 2024) (2.56% claims rate “actually compares favorably to the claims rates in other data breach class actions”); *Carter v. Vivendi Ticketing United States LLC*, No. 22-01981, 2023 U.S. Dist. LEXIS 210744, at *15 (C.D. Cal. Oct. 30, 2023) (1.6% claims rate “is in line with claims rates in other data breach class action settlements” and collecting cases with claims rates between 0.83% and “about two percent”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate reflects a positive reaction by the

² The number of claims approved to date is not final and will change as claims are submitted through the Claims Deadline of May 5, 2026. Admin. Dec. fn. 2.

class). Moreover, the Objection Deadline passed with no objections to the Settlement submitted. Admin Decl. ¶ 19.

Thus, the overwhelming support for this Settlement reaffirms the Court's preliminary conclusion that the Settlement is fair, reasonable, and adequate, and this factor supports final approval.

5. *Plaintiffs and Class Counsel had sufficient information to evaluate the merits and negotiate a fair, adequate, and reasonable Settlement*

In assessing this factor, the relevant inquiry is whether the parties have obtained sufficient information or discovery to assess the strengths and weaknesses of the claims and defenses to be asserted in the action. *Garst v. Franklin Life Ins. Co.*, No. 97-cv-0074, 1999 U.S. Dist. LEXIS 22666, at *70 (N.D. Ala. June 25, 1999). Comprehensive discovery is not required. *Woodward*, 1996 U.S. Dist. LEXIS 7372, at *64. Only some reasonable amount of discovery is necessary. *Id.*

After withstanding Defendant's Motion to Dismiss, Plaintiffs conducted substantive discovery that included: negotiating Protective and ESI Orders; drafting search terms; exchanging multiple sets of written discovery; resolving discovery disputes; reviewing and analyzing thousands of pages of documents; consulting with experts; drafting and serving fact and 30(b)(6) deposition notices; and, preparing for those depositions. This case has been thoroughly investigated by Class Counsel who are experienced in data breach litigation and who spent a significant amount of time conducting discovery and considering the claims and defenses at issue in this case; the Settlement is also the result of adversarial arms' length negotiations. Mann Prelim. App. Decl., ¶¶17-23. Class Counsel's experience and investigation, combined with thorough discovery, put Plaintiffs in a position to proficiently evaluate the case and negotiate a Settlement they view as fair, reasonable, adequate, and worthy of final approval. Thus, this factor favors approval of the settlement.

6. Defendant's ability to withstand a greater judgment

The ability for Defendant to withstand a greater judgment is not at issue here. However, even if Defendant could withstand a greater judgment, its ability to do so, “standing alone, does not suggest that the settlement is unfair.” *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 186 (W.D.N.Y. 2005) (quoting *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 178 n.9 (S.D.N.Y. 2000)); see also *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 538 (3d. Cir. 2004) (finding that “this factor neither favored nor disfavored settlement” because Defendant’s “ability to pay a higher amount was irrelevant to determining the fairness of the settlement.”). Thus, this factor is neutral.

B. The Notice Program was Successful

On January 5, 2026, the Court preliminarily appointed EisnerAmper to be the Settlement Administrator. On February 5, 2026, EisnerAmper commenced the Notice Program. Admin. Decl. ¶ 7. The Notice program utilized Postcard Notice disseminated via U.S. mail to all Settlement Class Members whose addresses are available within Defendant’s records, and EisnerAmper developed a targeted digital campaign for publication notice. *Id.* ¶¶ 7, 15. On February 4, 2026, EisnerAmper also established a Settlement Website, www.CVAsettlement.com, which included information about the Settlement, related case documents and filings, the Settlement Agreement, and allowed Settlement Class Members to file claim forms electronically. *Id.* ¶ 10. There have been 22,397 total unique users who have visited the Settlement Website with 39,574 page views. *Id.* Finally, on February 4, 2026, EisnerAmper established the toll-free number, 1-833-402-7061, for Settlement Class Members to receive additional information and ask questions about the Settlement. *Id.* ¶ 12. As of April 21, 2026, EisnerAmper has received 1,132 calls regarding the Settlement. *Id.*

The timing of the Claims Process was structured to ensure that all Settlement Class Members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and to decide whether to submit a Claim, opt-out of, or object to the Settlement. Mann Prelim. App. Decl. ¶ 38. The Claims Process has been straightforward, with Settlement Class Members able to submit claims either through the Settlement Website or by hard copy mailed to the Settlement Administrator. Admin. Decl. ¶¶ 10-11. The Settlement Administrator has received a total of 10,727 Claim Forms as of April 21, 2026. *Id.* ¶ 17. The 10,727 claims represent 2.3% of the Settlement Class—a rate that is typical in consumer settlements, and certainly those involving data breaches. *Id.* ¶ 17. As of April 21, 2026, the estimated number of claims received requesting a Cash *Pro Rata* payment total 9,615. *Id.* ¶ 17. Estimating a Cash *Pro Rata* payment of \$275.09 per claim, the total estimated payment for Cash *Pro Rata* payments totals \$2,644,990.35. *Id.* As of April 21, 2026, 6,661 claimants have requested credit and medical account monitoring. *Id.* As of April 21, 2026, seven claims have been received requesting Compensation for Unreimbursed Documented Losses. *Id.* The value per claim and the validity of the supporting documentation will be substantiated following completion of the claims review process. The Objection and Opt-Out Periods ended on April 6, 2026. *Id.* ¶¶ 18-19. As of April 21, 2026, EisnerAmper has received zero opt-out requests and no objections. *Id.*

In conclusion, the Settlement Agreement is fair, reasonable, and adequate considering, among other things: (1) the relief available to Plaintiffs and Settlement Class Members under the terms of the Settlement Agreement; (2) the attendant risks and uncertainty of litigation, as well as the difficulties and delays inherent in litigation; and (3) the desirability of resolving the case promptly to provide effective relief to Plaintiffs and the Settlement Class.

C. The Settlement Class Satisfies Alabama Rule of Civil Procedure 23

As set forth in Plaintiffs' Motion for Preliminary Approval, each of the class certification requirements of Alabama Rule of Civil Procedure 23 is easily met here. Indeed, in the Preliminary Approval Order, the Court preliminarily certified the Settlement Class, finding that the Class satisfies all Ala. R. Civ. P. 23 requirements. Nothing has changed since then that could conceivably undermine class certification. Accordingly, Plaintiffs respectfully request that the Court finally certify the Settlement Class for Settlement purposes.

V. Conclusion

Plaintiffs have negotiated a fair, adequate, and reasonable Settlement that guarantees Settlement Class Members receive significant benefits in the form of monetary compensation, credit monitoring, and equitable relief. Based on the above reasons, Plaintiffs respectfully request that the Court enter an order granting final approval of the Settlement, finally certifying the Settlement Class for settlement purposes only, appointing Plaintiffs as Representative Plaintiffs, appointing CORY WATSON, P.C., PITTMAN, DUTTON, HELLUMS, BRADLEY, & MANN, P.C., and MIGLIACCIO & RATHOD LLP, as Class Counsel, and granting Plaintiffs' request for Service Awards in the amount of \$3,500 each, attorneys' fees in the amount of one-third of the Settlement Fund (\$1,616,667), and reimbursement of litigation expenses in the amount of \$11,242.08.

Dated: April 27, 2026

Respectfully submitted,

/s/ Ryan Lutz

Hirlye R. "Ryan" Lutz, III (LUT005)

F. Jerome Tapley (TAP006)

Hunter Phares (PHA007)

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nmigliaccio@classlawdc.com
jrathod@classlawdc.com

Class Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2026, I filed the foregoing with the Clerk of the Court using the Court's AlaFile system, which will send notice to all counsel of record.

/s/ Ryan Lutz
Of Counsel



ELECTRONICALLY FILED
4/27/2026 1:22 PM
01-CV-2023-904352.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

Exhibit 1

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION

SAMUEL LEE, CHRISTOPHER YATES,)
MICAHA JONES, MELVIN ELLIOTT,)
SUSAN CAREW, and JIMMY TOLLESON,)
individually and on behalf of all others)
similarly situated,)

) Case No.: 01-CV-2023 904352.00

Plaintiffs,)
v.)

BAPTIST HEALTH CENTERS, LLC, d/b/a)
CARDIOVASCULAR ASSOCIATES,)

Defendant.)
)

**DECLARATION OF THE SETTLEMENT ADMINISTRATOR REGARDING THE
STATUS OF NOTICE AND SETTLEMENT ADMINISTRATION**

I, Elena MacFarland, hereby declare and state as follows:

1. I am a Senior Manager for the Court-appointed Settlement Administrator¹, EAG Gulf Coast, LLC (“EisnerAmper” or “EAG”), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. I am personally familiar with the facts set forth in this Declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge as well as the information provided by other experienced employees working under my supervision.

BACKGROUND

3. *Preliminary Approval.* On January 5, 2026, this Court entered its order

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

preliminarily approving the Settlement Agreement and appointing EisnerAmper as the Settlement Administrator. Preliminary Approval Order, ¶¶7-9. After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.

4. ***Purpose of this Declaration.*** I submit this Declaration to evidence and establish EisnerAmper's compliance with the terms of the Preliminary Approval Order and detail EisnerAmper's execution of its role as the Settlement Administrator.

NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** EisnerAmper maintains a database of 472,480 Settlement Class Members which was used to effectuate the notice campaign outlined in the Settlement Agreement. On January 6, 2026, EisnerAmper received the Class List from the Defendant's Counsel in the form of an Excel file, containing to the extent available, name, mailing address, and phone number for a total of 479,656 records. On January 21, 2026, EisnerAmper received a supplemental Excel file from the Defendant's Counsel containing dates of birth and/or Social Security Numbers for certain Class Member records. After consolidating and deduplicating the data, EisnerAmper determined that a total of 472,480 unique records exist in the class data.

6. EisnerAmper performed reverse look-up searches for Settlement Class Members who did not have a mailing address, but for whom a date of birth and/or a Social Security Number were available from the class data. After obtaining additional addresses through the reverse look-up process and reviewing the remaining class data, EisnerAmper identified sufficient mailing addresses for 241,627 Settlement Class Members.

7. ***Direct Mail Notice.*** EisnerAmper coordinated and caused the Short Form Notice ("Postcard Notice") to be mailed via First Class Mail to Settlement Class Members for whom a mailing address was available from the class data or through the reverse look-up process. The Postcard Notice included (a) a "tear-off" Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the

Final Approval Hearing. The Notice mailing commenced on February 4, 2026, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

8. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

9. ***Mailed Notice Delivery.*** In the initial mailing campaign, EisnerAmper executed Postcard Notice mailings to a total of 241,627 Settlement Class Members. EisnerAmper also executed supplemental mailing for 22,327 Settlement Class Members for which the initial Postcard Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, or (2) skip trace searches using third-party vendor database. Notice delivery statistics are detailed in paragraph 14 below.

10. ***Settlement Website.*** On February 4, 2026, EisnerAmper published the Settlement Website, www.CVASettlement.com. Visitors to the Settlement Website can download the Long Form Notice, the Claim Form, as well as Court Documents, such as the Settlement Agreement, Orders of the Court, and other relevant documents. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit B**, with a copy of the Claim Form as **Exhibit C**. Visitors to the Settlement Website are also able to submit claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of April 24, 2026, the Settlement Website has received 40,073 page views from 22,529 unique visitors.

11. ***Settlement Post Office Box.*** EisnerAmper maintains the following Post Office Box (“P.O. Box”) for the Settlement Program:

CVA Settlement Administrator
P.O. Box 3314

Baton Rouge, LA 70821

This P.O. Box serves as a location for USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit claims, exclusion requests, objections, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. ***Dedicated Toll-Free Number.*** On February 4, 2026, EisnerAmper established a toll-free telephone number, 1-833-402-7061 (“Toll-Free Number”), which is available twenty-four hours per day, seven days a week. Settlement Class Members can call and interact with an interactive voice response system (“IVR”) that provides important settlement information and offers the ability to leave a voice message to address specific questions or requests. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program. As of April 24, 2026, EisnerAmper has received 1,170 calls to the Toll-Free Number.

13. ***Email Support.*** EisnerAmper established an Email address, info@CVASettlement.com, to provide an additional option for Settlement Class Members to address specific questions or requests to the Settlement Administrator for support.

NOTICE PROGRAM REACH

14. Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 241,627 Settlement Class Members for whom a mailing address was available from the class data or through the reverse look-up process. A summary of the direct notice dissemination statistics is included in Table 1 below.

Table 1: Direct Notice Dissemination Statistics		
Description	Volume of Class Members	Percentage of Class Members
Settlement Class Members	472,480	100.0%
Initial Notice Mailing		
(+) Total Notices Mailed	241,627	51.14%
(-) Total Notices Returned as Undeliverable	43,337	9.17%
Supplemental Notice Mailing		
(+) Total Notices Re-Mailed	22,327	4.73%
(-) Total Re-Mailed Notices Returned as Undeliverable	3,305	0.70%
Direct Notice Program Reach		
(=) Received Direct Notice	217,312	45.99%

15. **Supplemental Digital Notice.** To further support the Postcard Notice mailed, the Parties requested that a supplemental digital notice banner campaign be developed and executed. Beginning on February 10, 2026, and ending on March 10, 2026, EisnerAmper caused digital notices to run across a network of websites through the Google Display Network and social media notice on Facebook and Instagram. The notices were geotargeted to Alabama, with 90% of impressions concentrated in the Birmingham area. The digital notices prominently displayed the headline “If your data was exposed to unauthorized third parties in the Data Security Incident involving Baptist Health Centers, LLC d/b/a Cardiovascular Associates, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.” The headline allowed website visitors to identify themselves as potential Class Members and click through to the Settlement Website. In total, the supplemental campaign generated 8,412,427 impressions. Screenshots of digital notices are attached hereto as **Exhibit D**.

16. **Notice Reach Results.** Through the procedures outlined above and based on the direct notice reach as of April 24, 2026, the overall reach is 80% with 2.94 frequency.

CLAIM ACTIVITY

17. ***Claim Intake and Processing.*** Settlement Class Members can submit claims online by visiting the Settlement Website or by mailing a Claim Form to the Settlement Administrator. The online claim submission feature became available on the Settlement Website beginning February 4, 2026. As of April 17, 2026, EisnerAmper has received a total of 10,982 claim submissions, of which 10,727 claims have been determined to be non-duplicative and from Settlement Class Members, representing a claims rate of 2.3%. Table 2 below provides summary statistics of claim submissions received. Table 3 below provides a summary of approved claims by category as of April 17, 2026². If Attorneys' Fees, Expenses, and Service Awards are approved as requested, factoring in the costs of notice and settlement administration, and the number of claims approved to date, EisnerAmper anticipates for Pro Rata Cash Payments to be increased *pro rata*, currently estimated to be \$291.43. The deadline for Settlement Class Members to submit a claim is May 5, 2026. EisnerAmper will continue to intake and analyze claims submitted through the Claims Deadline.

Table 2: Claims Statistics	
Description	Volume (#)
Total Claims Received	10,985
(-) Duplicate Claims Identified	196
(-) Invalid Claims – Not a Class Member	59
(=) Net Claims Received	10,727

² The number of claims approved to date is not final and will change as claims are submitted through the Claims Deadline of May 5, 2026.

Table 3: Approved Claims Summary	
Claim Category	Volume (#)
Number of Credit & Medical Monitoring Claims	6,661
Total Credit & Medical Monitoring Claims (\$)	\$133,220.00
Number of Pro Rata Cash Payment Claims	9,615
Total Pro Rata Cash Payment Claims, Adjusted to \$291.43 (\$)	\$2,802,099.45
Number of Documented Monetary Loss Claims	7
Total Documented Monetary Loss Claims (\$)	\$1,958.30
Total (\$)	\$2,937,277.75

EXCLUSIONS AND OBJECTIONS

18. *Exclusions (Opt-Outs) Received.* The deadline for Settlement Class Members to request to be excluded from the Settlement was April 6, 2026. To date, EisnerAmper has received zero (0) requests for exclusion from Settlement Class Members.

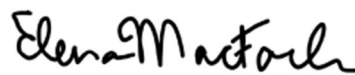
19. *Settlement Objections.* The Settlement Agreement directs that objections be mailed to the Settlement Administrator by April 6, 2026. To date, EisnerAmper has received zero (0) objections from Settlement Class Members.

NOTICE AND ADMINISTRATION EXPENSES

20. As of April 24, 2026, EisnerAmper has incurred \$217,977.89 in fees and costs administering the Notice Program of which \$117,684.40 is for postage. I anticipate that EisnerAmper will incur an additional \$46,219.58 in fees and costs through the conclusion of this matter, for a total cost of \$264,197.47.

CERTIFICATION

I, Elena MacFarland, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 24th day of April, 2026, in Baton Rouge, Louisiana.



Elena MacFarland



ELECTRONICALLY FILED
4/27/2026 1:22 PM
01-CV-2023-904352.00
CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

Exhibit A

Legal Notice

Samuel Lee, et al. v. Baptist Health Centers, LLC, d/b/a Cardiovascular Associates, Case No. 01-CV-2023-904352.00
Circuit Court of Jefferson County, Alabama, Birmingham Division, Tenth Judicial Circuit

If your data was exposed to unauthorized third parties in the Data Security Incident involving Baptist Health Centers, LLC d/b/a Cardiovascular Associates, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

An Alabama State Court has authorized this Notice. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit concerning a Data Security Incident at Baptist Health Centers, LLC d/b/a Cardiovascular Associates ("Defendant") related to the unauthorized access to certain Personal Information on Defendant's computer systems that occurred between November 28, 2022 and December 5, 2022 (the "Data Security Incident"). The Settlement would resolve a lawsuit in which Plaintiffs allege that the Data Security Incident exposed individuals' personally identifiable information ("PII") and protected health information ("PHI"), including name, date of birth, address, Social Security Number, passport and driver's license numbers, credit and debit card information, and financial account information. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or any others have asserted in this Litigation or may assert in the future based on the conduct alleged in the Complaint.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.CVASettlement.com or call 1-833-402-7061.

Cardiovascular Associates
Settlement Administrator
P.O. Box 3314
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

ELECTRONIC SERVICE REQUESTED **SETTLEMENT CLAIM ID: [claim Id]**
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

IF36

Samuel Lee, et al. v. Baptist Health Centers, LLC, d/b/a Cardiovascular Associates

Postcard Claim Form — Claim ID: [claim Id]

To submit a claim for Credit and Medical Data Monitoring and/or a Pro Rata Cash Payment, please complete the below form, sign, and mail this portion of the postcard to the Settlement Administrator by no later than May 5, 2026. Please complete the Claim Form for each category of benefits that you would like to claim. You may claim one or both options.

Note: Claims for Documented Monetary Losses require supporting documentation and therefore must be submitted online at www.CVASettlement.com or mailed to the Settlement Administrator with a separate Claim Form.

Contact Information (Please fill in completely.)

Full Name: _____ Telephone Number: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Credit and Medical Data Monitoring

To receive the credit and medical data monitoring services and identity theft protection insurance offered as part of the Settlement, please check the box below

I would like to claim three (3) years of credit and medical data monitoring and identity theft protection insurance provided by CyEx at no cost to me.

Pro Rata Cash Payment

Would you like to receive a pro rata cash payment (estimated to be at least \$50)? Yes No

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: _____ Date (mm/dd/yyyy): _____



Who is included in the Settlement? The Settlement Class is defined by the Court as "All persons residing in the United States whose Personal Information was accessed by an unauthorized third party as a result of the Data Security Incident discovered by CVA on or about December 5, 2022."

What are the Settlement benefits? Settlement Class Members who submit Valid Claims and any required documentation may receive one or more of the following, to be paid from the \$4,850,000.00 Settlement Fund: (i) three (3) years of Credit and Medical Data Monitoring Services, (ii) compensation for Documented Monetary Losses up to \$5,000, and (iii) a *Pro Rata* Cash Payment: a *pro rata* share of the Net Settlement Fund, less all Valid Claims for Documented Monetary Losses and Credit and Medical Data Monitoring, estimated to be not less than \$50. Visit the Settlement Website or call the toll-free number below for complete benefit details.

How do I receive a payment or other benefit? To receive any payments or benefits under the Settlement, you **MUST** submit a claim. To submit a claim, you may either: (i) fill out, detach, and mail the attached Postcard Claim Form to the Settlement Administrator; or (ii) submit a Claim Form online at www.CVASettlement.com. You may also call 1-833-402-7061 to request that a Claim Form be mailed to you. **Claims must be submitted online or postmarked by May 5, 2026.**

What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Defendant and other Released Parties as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must **Exclude Yourself by April 6, 2026**, or you will not be able to sue the Defendant for Released Claims relating to the Data Security Incident. If you exclude yourself, you cannot get money or benefits from this Settlement. If you want to **Object** to the Settlement, you may file an objection by **April 6, 2026**. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

Do I have a lawyer in this case? Yes, the Court appointed several law firms as Class Counsel to represent members of the Settlement Class, including Pittman, Dutton, Hellums, Bradley & Mann P.C., Cory Watson, P.C., and Migliaccio & Rathod, LLP. The full list of Class Counsel is included in the Long Form Notice posted on the Settlement Website. If you want to be represented by your own lawyer, you may hire one at your own expense.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on **May 11, 2026 at 1:00 p.m.** at the Circuit Court of Jefferson County, Alabama, Birmingham Division, Tenth Judicial Circuit, 716 Richard Arrington Jr. Blvd. N., Room 650, Birmingham, Alabama 35203, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund (or \$1,616,666.67) and reimbursement of litigation expenses of no more than \$25,000 for litigating the case and negotiating the Settlement on behalf of the Class, and Service Awards of \$3,500 for each of the Named Plaintiffs. You may attend the hearing, but you do not have to.

For more information, call toll-free 1-833-402-7061 or visit www.CVASettlement.com and read the detailed Notice.

www.CVASettlement.com **1-833-402-7061**



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE LA

POSTAGE WILL BE PAID BY ADDRESSEE

CARDIOVASCULAR ASSOCIATES SETTLEMENT ADMINISTRATOR
PO BOX 3314
BATON ROUGE LA 70821-9880



Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT

Circuit Court of Jefferson County, Alabama, Birmingham Division, Tenth Judicial Circuit
Samuel Lee, et al. v. Baptist Health Centers, LLC, d/b/a Cardiovascular Associates,
Case No. 01-CV-2023-904352.00

If your data was exposed to unauthorized third parties in the Data Security Incident involving Baptist Health Centers, LLC, d/b/a Cardiovascular Associates, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

A proposed Settlement has been reached in the class action lawsuit titled *Samuel Lee, et al. v. Baptist Health Centers, LLC, d/b/a Cardiovascular Associates*, Case No. 01-CV-2023-904352.00 (the “Action”). The Action asserts claims against Baptist Health Centers, LLC, d/b/a Cardiovascular Associates (“Defendant”) related to the unauthorized access to certain Personal Information on Defendant’s computer systems that occurred between November 28, 2022 and December 5, 2022, about which Defendant notified potentially impacted individuals beginning in February and March of 2023 (the “Data Security Incident”). Plaintiffs alleged that the Data Security Incident resulted in the potential exposure of certain personally identifiable information (“PII”) and protected health information (“PHI”) of Defendant’s current and former patients and employees. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or any others have asserted in this Action or may assert in the future based on the conduct alleged in the Complaint.

The Settlement offers Pro Rata Cash Payments and Credit and Medical Data Monitoring Services to members of the Settlement Class. Settlement Class Members can claim the following Settlement benefits:

- (1) Credit and Medical Data Monitoring: All Participating Settlement Class Members are eligible to enroll in three (3) years of Credit and Medical Data Monitoring Services;
- (2) Compensation for Documented Monetary Losses: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a Participating Settlement Class Member; or
- (3) Pro Rata Cash Payment: Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund, less all Valid Claims for Documented Monetary Losses. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant.

Settlement Class Members may receive compensation for both Documented Monetary Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Settlement Class Member.

If you are a Settlement Class Member, your options are:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>SUBMIT A CLAIM FORM DEADLINE: MAY 5, 2026</p>	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.CVASettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>
<p>DO NOTHING</p>	<p>You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.</p>
<p>EXCLUDE YOURSELF DEADLINE: APRIL 6, 2026</p>	<p>You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you will receive no Settlement benefits. Exclusion instructions are provided in this Notice.</p>
<p>OBJECT DEADLINE: APRIL 6, 2026</p>	<p>If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.</p>
<p>ATTEND A HEARING: MAY 11, 2026</p>	<p>Ask to speak in Court about the Settlement. You may ask the Court for permission to speak about your objection at the Final Approval Hearing.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must give Final Approval to the Settlement before it takes effect, but has not yet done so. No payments will be made until after the Court gives Final Approval and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting www.CVASettlement.com or by calling 1-833-402-7061.

Further Information About This Notice and the Action

1. Why was this Notice issued?

Settlement Class Members are eligible to receive cash payments and credit and medical data monitoring services from a proposed Settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. What is the Action about?

The Action is a proposed class action lawsuit brought on behalf of the Settlement Class. The Settlement Class includes “All persons residing in the United States whose Personal Information was accessed by an unauthorized third party as a result of the Data Security Incident discovered by CVA on or about December 5, 2022.”

The PII/PHI alleged to have been exposed in the Data Security Incident includes an individual’s name, date of birth, address, Social Security Number, passport and driver’s license numbers, credit and debit card information, and financial account information.

The Action claims Defendant is legally responsible for the Data Security Incident and asserts various legal claims including (1) Negligence/Wantonness and (2) Negligence *Per Se*.

Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or any others have asserted in this Action or may assert in the future based on the conduct alleged in the Complaint.

3. Why is the Action a class action?

In a class action, one or more plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “class,” and each individual is a “class member.” There are six Named Plaintiffs in this case: Samuel Lee, Christopher Yates, Micah Jones, Melvin Elliott, Susan Carew, and Jimmy Tolleson. The class in this case is referred to in this Notice as the “Settlement Class.”

4. Why is there a Settlement?

Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Action. Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class. The Court has not decided whether Plaintiffs’ claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective

best interests. The Settlement does not mean that Defendant did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined by the Court as “All persons residing in the United States whose Personal Information was accessed by an unauthorized third party as a result of the Data Security Incident discovered by CVA on or about December 5, 2022.”

Excluded from the Settlement Class are the Court, the officers and directors of Defendant, persons who have been separately represented by an attorney and entered into a separate settlement agreement in connection with the Data Security Incident, and persons who timely and validly request exclusion from the Settlement Class.

6. What are the terms of the Settlement?

The proposed Settlement would create a non-reversionary common fund amount of \$4,850,000.00 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit Valid Claims, (ii) Administration and Notice Costs, (iii) any attorneys’ fees and costs awarded by the Court to Class Counsel (not to exceed one third of the total Settlement Fund in attorneys’ fees, and litigation expenses up to \$25,000), and (iv) any Service Awards to the Class Representatives awarded by the Court (not exceed an amount of \$3,500 to each Class Representative). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Security Incident, as detailed in the Settlement Agreement and Release.

7. What claims are Settlement Class Members giving up under the Settlement?

Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. The claims that Settlement Class Members are releasing are described in the Settlement Agreement and Release.

Settlement Benefits Available to Settlement Class Members

8. What benefits can Settlement Class Members receive?

Settlement Class Members who submit Valid Claims and any required documentation may receive one or more of the following: (i) three (3) years of Credit and Medical Data Monitoring Services, (ii) compensation for Documented Monetary Losses up to \$5,000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all valid claims for Documented Monetary Losses and Credit and Medical Data Monitoring, estimated to be not less than \$50.

Depending on how many Valid Claims are submitted, the amounts of the Pro Rata Cash Payments will be adjusted upward or downward proportionally among Settlement Class Members submitting Valid Claims for those awards, as explained further below in Question 11.

9. What are Documented Monetary Losses?

The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a Participating Settlement Class Member, upon submission of a Claim and supporting documentation, for unreimbursed ordinary and/or extraordinary monetary losses incurred as a result of the Data Security Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with ordinary and/or extraordinary monetary losses must submit documentation supporting their Claim. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

10. What is the Pro Rata Cash Payment?

Every Settlement Class Member is eligible to receive a Pro Rata Cash Payment share of the Net Settlement Fund, less all Valid Claims for Documented Monetary Losses and Credit and Medical Data Monitoring Services. To receive this benefit, Participating Settlement Class Members must submit a valid Claim Form, but no documentation is required to make a Claim. The amount of the cash payments will be increased or decreased on a *pro rata* basis, depending upon the number of Valid Claims filed and the amount of funds available for these payments. Class Counsel predicts the value of Pro Rata Cash Payments will exceed \$50 per valid claimant. The Pro Rata Cash Payment is subject to upward or downward adjustment as described below in Question 11.

Eligibility for any award and the validity of your Claim, including the Pro Rata Cash Payment, will be determined by the Settlement Administrator as outlined in Question 15.

11. When and how will the amount of Settlement payments be adjusted?

The amounts paid for all Pro Rata Cash Payments will be adjusted upward or downward from the amounts listed in Question 10 depending on how many Settlement Class Members submit Valid Claims.

If the total dollar value of all Valid Claims is less than the amount of money available in the Settlement Fund for payment of those Claims, the amounts for Pro Rata Cash Payments will be adjusted upward proportionally among all Valid Claims for those awards, until the amounts remaining in the Settlement Fund are exhausted (or as nearly as possible).

If the total dollar value of all Valid Claims is more than the amount of money available in the Settlement Fund for payment of those Claims, the amount of the payments for Pro Rata Cash Payments will be adjusted downward proportionally among all Settlement Class Members who submitted Valid Claims for Pro Rata Cash Payments.

Class Members may receive compensation for both Documented Monetary Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

12. What happens after all Claims are processed and there are funds remaining?

The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to the Alabama Civil Justice Foundation, a not-for-profit charitable organization which was jointly proposed by the Parties and approved by the Court, as a *cy pres* distribution.

Your Options as a Settlement Class Member

13. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 16 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (i.e., you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 19 below for instructions on how to submit an objection.

14. What happens if I do nothing?

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted Final Approval, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

15. Who decides my Settlement Claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a Claim and it will not be paid.

16. How do I exclude myself from the Settlement?

To opt out of the Settlement, you must submit a Request for Exclusion that must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication, or some other clear manifestation of the intent to opt out of the Settlement in the written communication. Each Request for Exclusion must request exclusion only for that one individual whose personal signature appears on the request. You must mail your request to this address:

CVA Settlement Administrator
P.O. Box 3314
Baton Rouge, LA 70821

Your request must be postmarked by **April 6, 2026**.

17. If I exclude myself, can I receive any payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Action.

18. If I do not exclude myself, can I sue Defendant for the Data Security Incident later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

19. How do I object to the Settlement?

All Settlement Class Members who do not opt out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and your objection and any supporting papers must be mailed to this address:

CVA Settlement Administrator
P.O. Box 3314
Baton Rouge, LA 70821

Your objection must be filed or postmarked no later than the Objection Deadline, **April 6, 2026**.

To be considered by the Court, your written objection must include: (i) the name of the proceeding; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorney representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

If you submit a timely written objection, you may, but are not required to, 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 hiring and paying that attorney.

Court Approval of the Settlement

20. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **May 11, 2026 at 1:00 p.m.** in the Courtroom of the Honorable Javan Patton Crayton, Circuit Court of Jefferson County, Alabama, Birmingham Division, Tenth Judicial Circuit, 716 Richard Arrington Jr. Blvd. N., Room 650, Birmingham, Alabama 35203. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for attorneys' fees, costs, and expenses, and the request for Service Awards for the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.CVASettlement.com to confirm the schedule if you wish to attend.

21. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 19. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

22. What happens if the Court approves the settlement?

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be fully funded. The Settlement Administrator will pay any Fee Award and Costs and any Service Awards from the Settlement Fund. Then, the Settlement Administrator will send Settlement Payments and

Credit and Medical Data Monitoring Services to Settlement Class Members who submitted timely and valid Claim Forms.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

23. What happens if the Court does not approve the settlement?

If the Court does not approve the Settlement, there will be no Settlement Payments to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendant

24. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Action:

Class Counsel	
Jonathan S. Mann Austin B. Whitten PITTMAN, DUTTON, HELLUMS, BRADLEY & MANN P.C. 2001 Park Place North, Suite 1100 Birmingham, AL 35203	Hirlye R. "Ryan" Lutz, III Hunter Phares CORY WATSON, P.C. 2131 Magnolia Avenue South Birmingham, AL 35205
Nicholas A. Migliaccio MIGLIACCIO & RATHOD, LLP 412 H Street NE Washington, D.C. 20002	

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

25. How will the lawyers for the Settlement Class be paid?

Class Counsel will file a Fee Request for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the value of the Settlement, or \$1,616,666.67, and litigation expenses up to \$25,000. Class Counsel will file a Fee Request that will include a request for Service Awards for the Class Representatives in recognition for their contributions to this Action not to exceed \$3,500 per Class Representative (\$21,000 total).

26. Who represents Defendant in the Action?

Defendant is represented by the following counsel:

Defendant's Counsel

Scott A. Elder
Sarah O'Donohue
ALSTON & BIRD LLP
1201 West Peachtree Street
Atlanta, GA 30309
scott.elder@alston.com
sarah.odonohue@alston.com

For Further Information

27. What if I want further information or have questions?

Go to www.CVASettlement.com, call 1-833-402-7061, or write to the Settlement Administrator, P.O. Box 3314, Baton Rouge, LA 70821.

Please do not contact the Court or Defendant's Counsel.

Exhibit C

Cardiovascular Associates
Settlement Administrator
P.O. Box 3314
Baton Rouge, LA 70821

**Your Claim Form Must Be Submitted
Electronically or Postmarked by
MAY 5, 2026**

Samuel Lee, et al. v. Baptist Health Centers, LLC, d/b/a Cardiovascular Associates
Case No. 01-CV-2023-904352.00, Circuit Court of Jefferson County, Alabama

CLAIM FORM

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT
WWW.CVASETTLEMENT.COM OR POSTMARKED NO LATER THAN MAY 5, 2026.**

ATTENTION: This Claim Form is to be used to apply for relief related to the Data Security Incident that occurred between November 28, 2022 and December 5, 2022, and potentially impacted individuals who provided their Personal Information to Defendant. All Settlement Class Members are eligible to receive: (i) three (3) years of Credit and Medical Data Monitoring Services, (ii) compensation for Documented Monetary Losses up to \$5,000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all Valid Claims for Documented Monetary Losses and Credit and Medical Data Monitoring, estimated to be not less than \$50.

To submit a Claim, you must have been affected by the Data Security Incident that occurred between November 28, 2022 and December 5, 2022 as a potential Settlement Class Member from Defendant's records and have received Notice of this Settlement with a **unique Claim Number**.

PLEASE BE ADVISED that any documentation you provide in support of your Documented Monetary Losses claim must be submitted **WITH** this Claim Form. No documentation is required for claiming a Pro Rata Cash Payment or the Credit and Medical Data Monitoring Services.

CLAIM VERIFICATION: All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.

ASSISTANCE: If you have questions about this Claim Form, please visit the Settlement Website at www.CVASettlement.com for additional information or call 1-833-402-7061.

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.

Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

You do NOT need to submit Valid Claims for Documented Monetary Losses and/or Pro Rata Cash Payment to submit a claim for Credit and Medical Data Monitoring.

Section C. Part 1 – Pro Rata Cash Payment

Cash Payment: Would you like to receive a cash payment under the Settlement?

Yes No

** The payments under this option are predicted to be fifty dollars (\$50), however, the value of cash payment under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, attorneys' and Settlement Administrator fees and expenses. Settlement Class Members may receive compensation for both Documented Monetary Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Settlement Class Member.

Section C. Part 2 – Compensation for Documented Monetary Losses

If you incurred costs or expenditures in response to the Data Security Incident, you may be eligible to receive a payment to compensate you for losses.

If it is verified that you meet all the criteria described in the Settlement Agreement and you submit the dollar amount of those losses, you will be eligible to receive a payment compensating you for your losses of up to five thousand dollars (\$5,000).

Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information on the Claim Form that describes the expenses and how they were incurred.

Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

Did you incur any expenses or other monetary losses that you believe were as a result of the Data Security Incident? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc. as a direct result of or attributed to the Data Security Incident?

Yes No

If yes, you may be eligible to fill out the rest of this form and provide corroborating documentation.

For each monetary loss that you believe can be traced to the Data Security Incident, please provide a

description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide this information for this claim to be processed.** Supporting documentation must be submitted alongside this Claim Form. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at www.CVASettlement.com. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Examples of Documented Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Unauthorized credit card charge	0 7 / 1 7 / 2 4 MM DD YY	\$50.00	Letter from Bank
Example: Fees paid to a professional to remedy a falsified tax return	0 2 / 2 8 / 2 4 MM DD YY	\$25.00	Copy of the professional services bill
	/ /	\$ _____ . ____	
	/ /	\$ _____ . ____	
	/ /	\$ _____ . ____	
	/ /	\$ _____ . ____	
	/ /	\$ _____ . ____	
	/ /	\$ _____ . ____	

By checking the below box, I hereby declare under penalty of perjury that the information provided in this Claim Form to support relief for Documented Monetary Losses is true and correct.

Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Documented Monetary Losses under penalty of perjury. I further understand that my failure to check this box may render my claim for Documented Monetary Losses null and void.

Section D. Payment

Please select the manner in which payment will be issued for your Valid Claim.

PayPal* _____
PayPal Email Address

Venmo* _____
Venmo Email Address

Zelle* _____
Zelle Email Address

Paper Check via Mail _____
Mailing Address

*If you select payment via PayPal, Venmo or Zelle, the email address entered on this form will be used to process the payment to your account linked to that email address.

Section E. Settlement Class Member Affirmation

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

Yes, I understand that my failure to check this box may render my Claim null and void.

Please include your name in both the Signature and Printed Name fields below.

Signature: _____ Print Name: _____ Date: _____

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE POSTMARKED BY OR RECEIVED ONLINE AT WWW.CVASETTLEMENT.COM NO LATER THAN MAY 5, 2026.

Exhibit D

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Birmingham, Alabama Weather

64°



Cloudy

Feels Like 63° · Day 65° · Night 44°



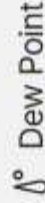
9 mph WNW



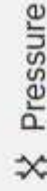
Humidity



74 - Moderate



Dew Point



↑ 30.13 in



UV Index



9 mi



Moon Phase



6:34 am



Sunset

Outlook: Rain likely around 12:15 PM.

Heavy

Light



Top Events



NFL	NBA	NCAAM	NCAAW	Olympics	NHL	Soccer	More Sports
7:00 PM ET	7:00 PM ET	7:00 PM ET	7:00 PM ET	7:00 PM ET	7:00 PM ET	7:30 PM ET	7:30 PM ET
NBA	ATL	WSH	MIL	CHI	IND	NY	DET
26-29	26-29	14-38	21-30	24-30	14-40	34-20	39-13
CHA	CLE	ORL	BOS	BKN	PHI	TOR	32-22
25-29	33-21	28-24	34-19	15-37	76		

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If your data was exposed

Olympic 2026 men's hockey p Players, teams, favorites



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