

## Notice of Proposed Class Action Settlement

Kim Townsel v. Henderson & Walton Women’s Center, P.C.  
Case No. CV-2024-900914.00

*The Circuit Court for Jefferson County, Alabama authorized this Notice.*

- A proposed Settlement has been reached with the Henderson & Walton Women’s Center, P.C. (“Henderson” or “Defendant”), to resolve the legal claims pertaining to the unauthorized access to Henderson’s computer systems containing Personal Information between February 11, 2022, and February 14, 2022 (the “Cybersecurity Incident”).
- The Settlement Class includes: All persons whose personal information and/or protected health information was potentially compromised as a result of the Cybersecurity Incident which occurred between February 11, 2022, and February 14, 2022.
- Under the Settlement, Henderson has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>FILE A CLAIM FORM</b> <b>DEADLINE:</b> <b>AUGUST 27, 2026</b>	Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Defendant and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>DEADLINE:</b> <b>JULY 13, 2026</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant or other Released Parties, for the claims this Settlement resolves. If you exclude yourself ( <i>i.e.</i> , opt-out of the Settlement), you will give up the right to receive any Settlement Benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE:</b> <b>JUNE 29, 2026</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement Benefits.
<b>GO TO THE FINAL APPROVAL HEARING</b> <b>AUGUST 12, 2026</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the Settlement Benefits and you will give up your rights to sue Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) or call toll-free 1 (855) 823-4243.

## BASIC INFORMATION

### 1. Why did I get this Notice?

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

The case is known as *Kim Townsel v. Henderson & Walton Women's Center, P.C.*, Case No. CV-2024-900914.00 in the Circuit Court of Jefferson County, Alabama (the "Action"). The individual who filed this lawsuit, Kim Townsel, is called the "Plaintiff" and "Class Representative" and the company that was sued, Henderson & Walton Women's Center, P.C., is called the "Defendant" or "Henderson."

### 2. What is this lawsuit about?

On February 29, 2024, as a result of the Cybersecurity Incident, Plaintiff filed a Class Action Complaint ("Complaint") against Henderson, in the Circuit Court of Jefferson County, Alabama, asserting causes of action for: (1) negligence; (2) negligence per se; (3) breach of implied contract; and (4) breach of fiduciary duty; and (5) unjust enrichment, seeking to represent a nationwide class of aggrieved individuals.

Henderson does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint.

Visit [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) to view the full Complaint.

### 3. Why is this a class action?

In a class action, one or more people called the "Plaintiff(s)", or "Class Representative(s)" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class" or "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those individuals who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the "Parties"). Instead, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

Henderson has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint or which could have been made in the Complaint, and to avoid litigation costs, distractions, and disruption to its business operations associated with further litigation.

Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all persons whose personal information and/or protected health information was potentially compromised as a result of the Cybersecurity Incident which occurred between February 11, 2022, and February 14, 2022.

Personal Information refers to the information collected by Henderson, directly or indirectly, pertaining to its current and former patients, including, but not limited to, dates of birth, Social Security numbers, medical information, health insurance information, driver's license numbers or state ID numbers.

### 6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from the Settlement Class are (a) governmental entities; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) or call toll-free 1 (855) 823-4243. You may also write to the Settlement Administrator via mail or email:

HWWC Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
[info@HWWCDataIncidentSettlement.com](mailto:info@HWWCDataIncidentSettlement.com)

## THE SETTLEMENT CLASS MEMBER BENEFITS

### 8. What does the Settlement provide?

The Settlement will provide Settlement Class members with the opportunity to make a claim for Medical & Credit Monitoring, Ordinary Losses, Extraordinary Losses and/or Compensation for Lost Time.

**Medical & Credit Monitoring.** Settlement Class Members may elect to receive medical monitoring which includes three years of one bureau monitoring. Credit Monitoring will include: (i) real time monitoring of the credit file at one bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**Compensation for Ordinary Losses.** Up to \$150.00 per Settlement Class Member with documentation supporting their claim for ordinary losses, which may include the following:

1. ***Out of pocket expenses incurred*** as a result of the Cybersecurity Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. ***Fees for credit reports, credit monitoring, or other identity theft insurance products*** purchased between August 2022, and August 27, 2026.

Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Henderson.

**Compensation for Extraordinary Losses.** Defendant shall provide compensation for documented extraordinary losses directly and proximately caused by the Cybersecurity Incident, beyond those covered under the ordinary losses provision. Compensation shall be available for losses up to a maximum of \$2,500.00 per person, upon submission of a detailed claim and supporting documentation.

**Compensation for Lost Time.** Settlement Class Members who spent time monitoring accounts or otherwise dealing with the Cybersecurity Incident can submit a claim for reimbursement of \$30.00 per hour up to 3 hours (for a total of \$90.00) provided they provide an attestation on the Claim Form indicating the activities they performed and how they were related to the Cybersecurity Incident.

## 9. Do I need to submit documentation with my Claim Form?

Claims for Ordinary and Extraordinary Losses require supporting documentation:

- Documentation for **Ordinary Losses** may include receipts or other documentation not “self-prepared” by the claimant or third parties acting on the claimant’s behalf that documents 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.
- Documentation for **Extraordinary Losses** may include, but is not limited to, identity theft reports, affidavits, police reports, correspondence with financial institutions, or evidence of out-of-pocket expenses not otherwise reimbursed.

Claims for Medical & Credit Monitoring and Lost Time do not require documentation.

## 10. What am I giving up in order to receive a Settlement Benefit or stay in the Settlement Class?

Unless you opt-out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement and Releases (“Settlement Agreement”). The specific rights you are giving up are called Released Claims (*see* next question).

## 11. What are the Released Claims?

Released Claims include any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Cybersecurity Incident.

More information is provided in the Settlement Agreement, which is available at [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com).

## HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

### 12. How do I make a claim for Settlement Benefits?

Visit [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **August 27, 2026**. Claim Forms submitted by mail must be postmarked no later than **August 27, 2026**. Settlement Class Members can also complete and submit the Claim Form that was included with the notice that was mailed to them.

Settlement Class members can also request a Claim Form by calling toll-free 1 (855) 823-4243 or by writing to the Settlement Administrator.

Mail: HWWC Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [info@HWWCDataIncidentSettlement.com](mailto:info@HWWCDataIncidentSettlement.com)

### 13. Where do I send my completed Claim Form?

Completed Claim Forms along with supporting documentation may be mailed to the Settlement Administrator at: HWWC Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **August 27, 2026**.

### 14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

### 15. When and how will I receive the Settlement Benefits?

If you submit a Valid Claim for Medical & Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final.

Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment method selected on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) for updates.

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

Yes, the Court has appointed Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this Action.

### 17. How will Settlement Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees and costs up to \$215,000.00, subject to Court approval.

Subject to Court approval, the Plaintiff may be paid a Service Award by the Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of her efforts on behalf of the Settlement Class. Plaintiff Kim Townsel may request a Service Award of \$2,500.00.

**Questions? Visit [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) or call toll-free 1 (855) 823-4243.**

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely opt-out request in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

### 18. How do I get out of the Settlement?

Settlement Class Members who want to exclude themselves or “opt-out” of the Settlement must submit an opt-out request to the Settlement Administrator postmarked no later than **July 13, 2026**.

The opt-out request must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class.

Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

The opt-out request must be postmarked or received by the Settlement Administrator at the address below no later than **July 13, 2026**:

HWWC Settlement  
Attn: Opt-Out Requests  
P.O. Box 58220  
Philadelphia, PA 19102

### 19. If I opt out of the Settlement, can I still receive Settlement Benefits?

No. If you opt-out of the Settlement, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid Claim Form.

### 20. If I do not opt out of the Settlement, can I sue the Defendant for the same thing later?

No. Unless you opt-out of the Settlement, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must opt-out of the Settlement to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Settlement Class Members who have not opted out of the Settlement and wish to object to the Settlement and/or Application for Attorneys’ Fees and Costs, and/or the Class Representative Service Award must submit a written objection no later than **June 29, 2026**.

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

- a) the objector’s full name, mailing address, telephone number, and email address (if any);
- b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection,

and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;

- d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees and Costs;
- e) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the counsel’s law firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
- f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i) the objector’s signature (an attorney’s signature is not sufficient).

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

**Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator:**

Court	Settlement Administrator
Circuit Court Clerk Jefferson County, Alabama 716 Richard Arrington, Jr. Blvd. N. Birmingham, AL 35203	HWWC Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102
Class Counsel	Defendant’s Counsel
Mariya Weekes <b>MILBERG COLEMAN BRYSON            PHILLIPS GROSSMAN, PLLC</b> 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134	Justin Holmes <b>GORDON REES SCULLY            MANSUKHANI, LLP</b> 1717 Arch Street, Suite 610 Philadelphia, PA 19103

If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

**22. What is the difference between objecting and opting out?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not opt out/exclude yourself). Opting out is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **August 12, 2026, at 2:00pm CDT** at the Jefferson County Courthouse, **716 Richard Arrington, Jr. Blvd. N. Birmingham, AL 35203**

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com) for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Costs, and a Service Award for the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

### 24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

### 25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

## IF YOU DO NOTHING

### 26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.HWWCDataIncidentSettlement.com](http://www.HWWCDataIncidentSettlement.com). You may also contact the Settlement Administrator by mail or email:

Mail: HWWC Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: [info@HWWCDataIncidentSettlement.com](mailto:info@HWWCDataIncidentSettlement.com)

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**