

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT**

ROYAL CORRALEJO, *individually and on
behalf of all others similarly situated,*

Plaintiff,

v.

LUCENT HEALTH SOLUTIONS, LLC,

Defendant(s).

Case No. 25C2679

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiff,¹ individually and on behalf of the Settlement Class, on the one hand, and Lucent Health Solutions, LLC (“Defendant”) on the other (together the “Parties”). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a third-party administrator in the self-insured employer market, which provides a fully integrated care management solution, combining plan administrator, patient care programs, and cost controls, and is headquartered in Nashville, TN.

2. This action arose out of a data security incident that occurred on or around October 2, 2023, in which cybercriminals allegedly gained unauthorized access to a corporate email account and allegedly gained access to Plaintiff and the proposed Class Members’ personally identifiable information (“PII”) and protected health information (“PHI”) (collectively “Private Information”) (“Data Incident”).

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

3. In January 2025, Defendant began to provide notification to Plaintiff and affected persons in the Class out of an abundance of caution. Defendant informed Plaintiff and affected persons in the Class that “potentially accessed information includes your full name and date of birth, health, dental, and vision policy number and/or member ID number, and health, dental, and vision group and/or plan number.”

4. Alleging a failure by Defendant to implement reasonable cybersecurity safeguards to prevent the Data Incident, Plaintiff Corralejo filed the present proposed class action in the Circuit Court for Davidson County, Tennessee, on February 20, 2025. Defendant removed the proposed class action to the United States District Court for the Middle District of Tennessee and filed a Motion for Partial Dismissal of the Class Action Complaint.

5. Given the risk, expense, and delay of continued litigation, the Parties agreed to conduct formal settlement negotiations to explore the possibility of resolving this Action in its entirety. The Parties scheduled a mediation with an experience mediator, John. Griffin, Jr., Esq., KayGriffin, PLLC, for August 29, 2025.

6. In advance of the mediation, Plaintiff propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Breach and the specific type of information (if any) breached. The Parties also exchanged mediation statements in advance of the mediation.

7. The Parties mediated on August 29, 2025. Following a full day of mediation, the Parties reached an agreement on the material terms of a classwide settlement.

8. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of

or relating to the allegations made in the Complaint and the Data Incident as it relates to Defendant, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff enters into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

9. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel all believe strongly in the merits of their respective positions but have nonetheless agreed to settle this matter because of the complexity, expense, and risk of continued litigation and because they believe the proposed Settlement is in the best interests of their respective clients.

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

II. Definitions

10. “**Action**” means the above-captioned action filed in the Circuit Court for Davidson County, Tennessee.

11. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application seeking Class Counsel’s attorneys’ fees and reimbursement for costs and Service Awards for the Class Representative.

12. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

13. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as **Exhibit 3** which may be modified as necessary subject to the Parties’ approval.

14. “**Claim Process**” means the process by which Claimants or Settlement Class Members submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

15. “**Claim Form Deadline**” or “**Claims Deadline**” mean the date that is sixty (60) days from the Notice Completion Date, and the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

16. “**Class Counsel**” means the following: J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC, and Mark S. Reich of Levi & Korsinsky, LLP.

17. “**Class List**” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice.

18. “**Class Representative**” means Plaintiff Royal Corralejo, subject to Court appointment.

19. “**Complaint**” means the Class Action Complaint filed by Plaintiff on February 20, 2025.

20. “**Court**” means the Circuit Court for Davidson County, Tennessee.

21. “**Credit Monitoring**” means three years of single bureau CyEx Medical Shield Complete, which Settlement Class Members may elect as part of their Settlement Class Member Benefit regardless of whether they signed up for any offering sent as part of a data incident notification letter.

22. “**Data Incident**” means the potentially unauthorized access to Defendant’s information systems that it discovered in or about October 2023.

23. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

24. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

25. “**Final Approval Hearing**” means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney’s Fees, Costs, and Service Awards.

26. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. “Final Approval Order” also includes the orders, which may be entered separately,

determining the amount of attorneys' fees and costs awarded to Class Counsel and/or Service Awards to the Class Representative.

27. “**Defendant**” means Lucent Health Solutions, LLC, the Defendant in this Action.

28. “**Defendant’s Counsel**” means Barney Given and Tim Warnock of Loeb & Loeb LLP.

29. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit 2**, which was approved by counsel for both Plaintiff and Defendant, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

30. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

31. “**Motion for Preliminary Approval**” means the motion that Plaintiff shall file with the court seeking Preliminary Approval of the Settlement.

32. “**Notice**” means the Postcard Notice and Long Form Notice approved by Defendant that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

33. “**Notice Commencement Date**” means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

34. “**Notice Completion Date**” means the date by which the Settlement Administrator shall complete the Notice Program, which shall be no later than forty-five (45) days following entry of the Preliminary Approval Order.

35. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free telephone line.

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

37. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

38. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

39. “**Party**” means each of the Plaintiff and Defendant, and “**Parties**” means Plaintiff and Defendant, collectively.

40. “**Plaintiff**” means the named Plaintiff in this Action.

41. “**Postcard Notice**” means the double-sided postcard notice with a tear-off claim form with pre-paid postage, substantially in the form attached hereto as **Exhibit 1**, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

42. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as **Exhibit 4**.

44. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

45. “**Released Claims**” means 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, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, 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 Data Incident or the Action.

46. “**Released Parties**” means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

47. “**Releasing Parties**” means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

48. “**Service Award**” means the payments the Court may award Plaintiff for serving as Class Representative.

49. “**Settlement Administrator**” means Simpluris.

50. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

51. “**Settlement Class**” means “all whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter to regarding the Data Incident.” Excluded from the Settlement Class are (a) all persons who are

directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff; and (d) all those who timely and validly opt out of this Settlement.

52. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement. The size of the Class is approximately 37,000 individuals.

53. “**Settlement Class Member Benefits**” means the benefits that Settlement Class Members may select as part of the Settlement, as set forth in Section IV below.

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

55. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) submitted online or returned via mail and postmarked by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement

Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

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

IV. Settlement Consideration/Settlement Class Member Benefits

57. Settlement Class Members are all eligible to make claims for documented, ordinary, out-of-pocket expenses and losses up to \$550 per Class Member; documented, extraordinary losses from financial fraud or identity theft up to \$5,500 per class member; and time spent responding to the Data Breach up to 5 hours at \$25/hour per Class Member. In lieu of those benefits, Class Members may choose to receive an alternative cash payment of \$80 dollars. Nevertheless, all Class Members are eligible to sign up for three years of CyEx Medical Shield Complete. Defendant will separately pay Settlement Administration Costs, as well as Class Counsel's attorneys' fees and Plaintiff's Service Award in the amounts authorized by the Court, which shall be requested as agreed to herein. Defendant's total liability shall be capped at \$1,950,000 for all Settlement Class Member Benefits, Settlement Administration Costs, Class Counsel's attorneys' fees and Plaintiff's Service Award.

a. Credit Monitoring

Settlement Class Members are eligible to sign up for three years of single bureau CyEx Medical Shield Complete at no cost to Settlement Class Members. This benefit is available to all Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the data incident notification letter.

b. Reimbursement for Documented Out-of-Pocket Expenses

Settlement Class Members may submit claims for reimbursement of their documented out-of-pocket expenses and losses that are fairly traceable to the Data Incident. These claims (1) must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss must be fairly traceable to the Data Incident; (4) the expense or loss must have been incurred after the first date of the Data Incident; and (5) the expense or loss must have not already been covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party. The necessary documentation must be from a third-party source, but self-created documentation can be used to corroborate third-party evidence.

i. Reimbursement for Documented Ordinary Expenses

All Settlement Class Members may submit a claim for reimbursement up to \$550 per person with for ordinary expenses that were not previously reimbursed including, but are not limited to, bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

ii. Reimbursement for Documented Extraordinary Losses

Settlement Class Members may submit claims for reimbursement up to \$5,500 for extraordinary losses stemming from financial fraud or identity theft that have not been previously reimbursed, that occurred after the first date of the Data Incident, and that are fairly traceable to the Data Incident.

c. Compensation for Lost Time

Settlement Class Members may submit claims for compensation of lost time spent up to five (5) hours at a rate of \$25.00 per hour (for a maximum total of \$125.00) for actual, reasonable time taken to mitigate the risk of harm or for time spent responding to the Data Incident including, but not limited to, researching the breach to determine the validity of the notice letter; reviewing bank or credit statement reports; or time spent setting straight instances of fraud or identity theft. Claims for lost time must include a self attestation penalty of perjury that the time spent was in response to the Data Incident and must include a description of that time spent.

d. Alternative Cash Payment

In lieu of claims for ordinary and extraordinary expenses and/or losses and for lost time, Class Members may elect to receive a \$80 alternative cash payment. This benefit may be claimed in addition to credit monitoring. If the Settlement Administrator deems any claims for out-of-pocket expenses or losses or lost time to be invalid and not cured, the Settlement Administrator shall deem such claim as one for the alternative cash payment by default.

V. Settlement Approval

58. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within fifteen (15) days of the execution of this Agreement.

59. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notice of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object

to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint Plaintiff as Class Representative; (h) appoint Simpluris as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

60. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator.

61. The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including processing Claims and distributing Settlement Class Member Benefits.

62. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendant separately and directly to the Settlement Administrator.

63. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

64. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

65. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain a toll-free telephone line with recorded responses and live agents for Settlement Class Members who call with frequent Settlement-related inquiries.
- e. Respond to any mailed Settlement Class Member inquiries, including whether they are Class Members and what their Class Member ID's are;
- f. Process all opt-out requests from Settlement Class Members;
- g. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement

Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Distribute Settlement benefits;
- j. Send Credit Monitoring redemption codes to all Settlement Class Members who submit Valid Claims electing Credit Monitoring;
- k. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

66. Defendant will make available to the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

67. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

68. Direct Notice will be provided through a double-sided Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application

for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Postcard Notice with tear-off claim form will enable Class Members to make claims for all benefits that do not require separate documentation (i.e., everything except for reimbursement for documented out-of-pocket losses and expenses).

69. No later than twenty (20) days after entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to Defendant or its insurance carrier within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and transmitting Notice, and provide Defendant with ACH/wire instructions for payment. Defendant shall direct payment of the amount invoiced to the Settlement Administrator (either itself or through its insurance carrier). The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator within five (5) days of the date that the Preliminary Approval Order is entered. If Defendant does not receive this information by five (5) days after the date the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within ten (10) days after Defendant receives this information. Payment of the remaining costs of Notice and Settlement Administration Costs shall be made within twenty-

one (21) days of the Effective Date. The Settlement Administrator must submit an invoice to Defendant or its insurance carrier for payment of all remaining Notice and Settlement Administration Costs within five (5) days of the Effective Date.

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

71. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from 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.

72. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from

the Settlement Class. 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.

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

- 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 five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- 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 the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has

made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

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

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

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

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

75. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing address. No later than thirty (30) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

VIII. Claims Process and Disbursement of Cash Payments

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

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

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

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

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

81. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

82. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;

- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

83. If the Settlement Administrator rejects a claim for documented out-of-pocket expenses or losses and such deficiency is not cured, the Settlement Administrator shall consider the claim to be a valid claim for the alternative cash payment.

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

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

87. The Settlement Administrator must submit an invoice to Defendant or its insurance carrier for payment of all Valid Claims within fifteen (15) days of the Claim Form Deadline or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth herein, whichever occurs later. Defendant shall pay or cause to be paid through its insurance carrier to the Settlement Administrator the invoiced amount of all Valid Claims within twenty-one (21) days of the invoice.

88. No later than thirty (30) days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

89. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall give Settlement Class Members the option to select electronic payment. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within ninety (90) days of

issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

90. Settlement Class Members who make claims for Credit Monitoring shall include an email address in their claim. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the Credit Monitoring redemption code.

IX. Final Approval Order and Final Judgment

91. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than fourteen (14) days before the Opt Out and Objection Deadline. At the Final Approval Hearing, the Court may hear argument on Plaintiff's Application for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

92. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant Plaintiff's Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;

- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Affirm its appointment of Class Representative and Class Counsel;
- e. Determine whether to grant Plaintiff's Application for Attorneys' Fees and Service Awards;
- f. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- g. Release Defendant and the Released Parties from the Released Claims; and
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees and Costs; Service Awards

93. *Service Awards* – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$5,000.00. Defendant will not oppose Plaintiff's request for the Service Award to the extent it does not exceed this amount. Defendant moreover will not object to Plaintiff's appointment as Class Representative.

94. The Parties did not discuss Plaintiff's request for Service Awards until after the substantive terms of the Settlement had been agreed upon.

95. Within twenty-one (21) days of the Effective Date, Defendant shall pay or cause to be paid the Court-approved amount of Service Awards to the Settlement Administrator for onward remittance by the Settlement Administrator to Class Counsel.

96. *Attorneys' Fees and Costs* – Plaintiff will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$650,000.00, inclusive of litigation expenses and costs. Defendant will not oppose Plaintiff's Application for Attorneys' Fees and Costs to the extent it does not exceed this amount.

97. Within twenty-one (21) days of the Effective Date, Defendant shall pay or cause to be paid the Court-approved amount of attorneys' fees and expenses to the Settlement Administrator for onward remittance by the Settlement Administrator to Class Counsel.

98. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

99. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XI. Releases

100. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but

not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident or the Action that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

The Releasing Parties also waive the provisions and rights of any laws that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

101. Settlement Class Members who opt-out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

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

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

103. The power to enforce any term of this Settlement is not affected by the releases in this section.

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

105. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

106. Defendant shall have the right to terminate the Settlement if more than 3% of the Settlement Class Members opt out of the Settlement. Defendant shall notify Class Counsel of its intent to terminate the Settlement within ten (10) days after the end of the Opt-Out Period.

107. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with

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

108. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

XIII. Effect of Termination

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

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

XIV. No Admission of Liability

111. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any

kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

114. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XV. Miscellaneous Provisions

116. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications leading to the negotiation and drafting of this Agreement.

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

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

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

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

121. ***Integration and No Reliance***. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.

This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

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

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

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

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

126. **Notices.** All notices provided for herein shall be sent by email, as follows:

a. If to Plaintiff or Class Counsel:

J. Gerard Stranch, IV
Grayson Wells
Stranch, Jennings & Garvey, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com
gwells@stranchlaw.com

Mark S. Reich
Levi & Korsinsky, LLP
33 Whitehall Street, 217th Floor
New York, NY 10004
Tel: (212) 363-7500
mreich@zlk.com

b. If to Defendant or Defendant's Counsel:

Tim Warnock
Barney Given
Loeb & Loeb LLP
35 Music Square East, Suite 310
Nashville, TN 37203
Tel: (615) 749-8300
twarnock@loeb.com
bgiven@loeb.com

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

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

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

129. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

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

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

facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

[signature pages follow]

PLAINTIFF

Royal Corralejo

ROYAL CORRALEJO

CLASS COUNSEL

Gerard Stranch

Gerard Stranch (04/07/2026 08:15:16 CDT)

J. GERARD STRANCH IV,

Mark Reich

MARK REICH

LUCENT HEALTH SOLUTIONS, LLC

J.M. Johnson

J.M. Johnson

Title: Chief Legal Officer

COUNSEL FOR LUCENT HEALTH SOLUTIONS, LLC

T.M. for

TIM WARNOCK *by permission*

EXHIBIT 1

Lucent Health Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Corralejo v. Lucent Health Solutions, LLC
Case No. 25C2679 (Davidson County,
Tennessee, Circuit Court)

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE OCTOBER 2023
LUCENT HEALTH DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # __

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Lucent Health Solutions, LLC (“Lucent Health”) in a class action lawsuit (“Settlement”). The case is about the October 2023 cyberattack on Lucent Health’s computers (the “Data Incident”). Files containing private information may have been accessed. Lucent Health denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: “All whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter to regarding the Data Incident.”

The Court has appointed experienced attorneys, called “Class Counsel,” to represent the Class.

What are the Settlement benefits?

You can claim three years of **Medical Data Monitoring** by a credit bureau and one or more of the **Cash Payment** options.

If you have documented losses you can get back up to **\$550** for out-of-pocket expenses and up to **\$5,500** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to five hours (up to **\$125**). *Instead of any other cash payments*, you can get a one-time **\$80** payment.

Full details and instructions are available online.

How do I receive a benefit?

If you are claiming out-of-pocket expenses or losses for identity theft/fraud, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Lucent Health for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$650,000, and \$5,000 for the named Plaintiff as the Class Representative. You may attend the hearing at your own cost, but you do not have to.



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Lucent Health Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



Lucent Health Data Incident Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for three years of **Medical Data Monitoring**, and/or a **Reimbursement for Lost Time**, and/or an **Alternative Cash Payment**.

To claim cash payments for out-of-pocket losses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in three years of **CyEx Medical Shield Complete, which includes credit monitoring**.

Check this box to claim a **Reimbursement for Lost Time**.

I spent (select only **one**): 1 hour (\$25) 2 hours (\$50) 3 hours (\$75) 4 hours (\$100)

5 hour (\$125)

Describe how this time was spent in relation to the Data Incident on the line below.

IN THE ALTERNATIVE TO LOST TIME AND EXPENSE REIMBURSEMENT, you may check this box to claim a one-time \$80.00 **Alternative Cash Payment Cash Payment**.

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

For digital payment options, please **PRINT** your email address

LEGIBLY on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Corralejo v. Lucent Health Solutions, LLC
Case No. 25C2679
Circuit Court for Davidson County, Tennessee

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE OCTOBER 2023 LUCENT HEALTH DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Lucent Health Solutions, LLC (“Lucent Health” or “Defendant”) in a class action lawsuit. This case is about a targeted and isolated cyberattack on Defendant's computer systems that occurred in October 2023 (the “Data Incident”). Certain files that contained private information may have been accessed. These files may have contained personal information such as full name and date of birth; health; dental; and vision policy number and/or member ID number; and health; dental; and vision group and/or plan number.
- The lawsuit is called *Corralejo v. Lucent Health Solutions, LLC*, Case No. 25C2679. It is pending in the Circuit Court for Davidson County, Tennessee (the “Litigation”).
- Lucent Health denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Lucent Health's records indicate that you are a Class Member and may be entitled to benefits under the Settlement. You may have received a previous notice directly from Lucent Health.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can 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>	<u> </u> , 2025
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2025
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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.

WHAT THIS NOTICE CONTAINS

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WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS..... 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 6
THE LAWYERS REPRESENTING YOU 7
EXCLUDING YOURSELF FROM THE SETTLEMENT 7
COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 8
THE COURT’S FINAL APPROVAL HEARING 9
IF I DO NOTHING 10
GETTING MORE INFORMATION 10

Basic Information

1. Why was this Notice issued?

The Circuit Court for Davidson County, Tennessee, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Corralejo v. Lucent Health Solutions, LLC*, Case No. 25C2679. It is pending in the Circuit Court for Davidson County, Tennessee. The people that filed this lawsuit are called the “Plaintiff” (or “Class Representative”) and the company he sued, Lucent Health Solutions, LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during an isolated October 2023 targeted cyberattack on Lucent Health's computer systems, certain files that contained private information may have been accessed. These files may have contained personal information such as full name and date of birth; health; dental; and vision policy number and/or member ID number; and health; dental; and vision group and/or plan number.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiff” or “Class Representative.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Royal Corralejo. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and his attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter to regarding the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Lucent Health and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lucent Health Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Lucent Health has agreed to pay for a number of different benefits. All Class Members may enroll in three years of **CyEx Medical Shield Complete** and one or more of the **cash payment** options described below.

There is an aggregate cap of \$1,950,000.00 on cash payments. This means that if the total value of the payments claimed is over \$1,950,000.00, everyone’s payments will be reduced pro rata so that they add up to \$1,950,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

BENEFITS.

CyEx Medical Shield Complete. All Class Members are eligible to enroll in three years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Reimbursement for Documented Ordinary Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$550.00**. The losses must have occurred between October 2, 2023, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Documented Extraordinary Out-of-Pocket Expenses (losses from fraud or identity theft). If you lost money because of identity theft or fraud, you can get back up to **\$5,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between October 2, 2023, and **[Claims Deadline]**.

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Lost Time. Class Members who spent time responding to the Data Incident may claim up to five hours, at \$25.00 per hour, for a maximum of **\$125.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Alternative Cash Payment. Instead of *any other cash payment*, you may claim a one-time **\$80.00** payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lucent Health Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Lucent Health about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Lucent Health Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC; and Mark S. Reich of Levi & Korsinsky, LLP, to represent you and other Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$650,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Lucent Health.

Class Counsel will also ask for a Service Award payment of \$5,000.00 for each of the Class Representative. Service Award payments will also be paid by Lucent Health.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Lucent Health on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Corralejo v. Lucent Health Solutions, LLC*, Case No. 25C2679, pending in the Circuit Court for Davidson County, Tennessee;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Lucent Health Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Corralejo v. Lucent Health Solutions, LLC*, Case No. 25C2679, pending in the Circuit Court for Davidson County, Tennessee;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [OBJECTION DATE]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendant.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Lucent Health Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Counsel for Defendant
J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 Mark S. Reich Levi & Korsinsky, LLP 33 Whitehall Street, 217th Floor New York, NY 10004	Tim Warnock Barney Given Loeb & Loeb LLP 35 Music Square East, Suite 310 Nashville, TN 37203

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on [FA Hearing Date] at [Hearing Time] Central Time, in Room [Court Room] of the Circuit Court for Davidson County, Tennessee, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (See Question 16).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lucent Health Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

«Case_Name»
Case No. 25C2679
«Court»

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter to regarding the Data Incident.”

Excluded from the Settlement Class are: (1) Lucent Health and its officers, directors, and related companies; (2) governmental entities; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who validly excludes themselves from the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Lucent Health has agreed to offer a number of different benefits. All Class Members may enroll in three years of **CyEx Medical Shield Complete** and one or more of the **cash payment** options described below.

There is an aggregate cap of \$1,950,000.00 on cash payments. This means that if the total value of the payments claimed is over \$1,950,000.00, everyone’s payments will be reduced pro rata so that they add up to \$1,950,000.00.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

BENEFITS.

CyEx Medical Shield Complete. All Class Members are eligible to enroll in three years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

FILED 05/06/26 12:07 PM CASE NO. 25C2679 Joseph P. Day, Clerk

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«Case_Name»
Case No. 25C2679
«Court»

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

CASH PAYMENT OPTIONS

Reimbursement for Documented Ordinary Out-of-Pocket Expenses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$550.00**. The losses must have occurred between October 2, 2023, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Documented Extraordinary Out-of-Pocket Expenses (losses from fraud or identity theft). If you lost money because of identity theft or fraud, you can get back up to **\$5,500.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between October 2, 2023, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Lost Time. Class Members who spent time responding to the Data Incident may claim up to five hours, at \$25.00 per hour, for a maximum of **\$125.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«Case_Name»
Case No. 25C2679
«Court»

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

Alternative Cash Payment. Instead of *any other cash payment*, you may claim a one-time **\$80.00** payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Lucent Health Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must be submitted online or postmarked by: [Claims Deadline]

«Case_Name»
Case No. 25C2679
«Court»

Your claim must be submitted online or postmarked by: [Claims Deadline]

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. Please print legibly.

Form with input fields for First Name, Last Name, Street Address, City, State, Zip Code, Email Address, Phone Number, and Notice ID (if known).

II. CYEX MEDICAL SHIELD COMPLETE

Check this box if you would like to enroll in three years of Medical Data Monitoring.

III. REIMBURSEMENT FOR DOCUMENTED ORDINARY OUT-OF-POCKET EXPENSES

Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$550.00.

Please complete the table below, describing the supporting documentation you are submitting.

Table with 2 columns: Description of Documentation Provided and Amount. Includes an example row and a TOTAL CLAIMED row.

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com

FILED 05/06/26 12:07 PM CASE NO. 25C2679 Joseph P. Day, Clerk

Your claim must be submitted online or postmarked by: [Claims Deadline]

«Case_Name»
Case No. 25C2679
«Court»

Your claim must be submitted online or postmarked by: [Claims Deadline]

«DATA_INCIDENT» SETTLEMENT CLAIM FORM

VI. ALTERNATIVE CASH PAYMENT

Check this box if you want to claim a one-time \$80.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III, IV, OR V.

VII. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

PayPal
Email address, if different than you provided in Section 1: _____

Venmo
Mobile number, if different than you provided in Section 1: _____

Zelle
Email address or mobile number, if different than you provided in Section 1: _____

Virtual Prepaid Card
Email address, if different than you provided in Section 1: _____

Physical Check
Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

FILED 05/06/26 12:07 PM CASE NO. 25C2679 Joseph P. Day, Clerk

EXHIBIT 4

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT**

ROYAL CORRALEJO, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

LUCENT HEALTH SOLUTIONS, LLC,

Defendant.

Case No. 25C2679

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Royal Corralejo (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated (the “Settlement Class”), and Defendant Lucent Health Solutions, LLC (“Defendant,” together with Plaintiff, the “Settling Parties”) have entered into a Class Action Settlement Agreement and Release (the “Settlement Agreement”) resolving the above-captioned Lawsuit, subject to this Court’s approval, and the Court having reviewed the Plaintiff’s Motion for Preliminary Approval, the record in this case, and the Settlement Agreement, it is hereby **ADJUDGED** and **ADJUDICATED** as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.
2. The terms defined in the Settlement Agreement shall have the same meaning in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”).
3. Having made the findings set forth below, the Court conditionally certifies the following class for settlement purposes only under Tennessee Rule of Civil Procedure 23.03:

All whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter to regarding the Data Incident.

4. The Settlement Class is estimated to contain 37,000 individuals. Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) Judge(s) assigned to the Action, the Judge’s immediate family, and Court staff; and (d) all those who timely and validly opt out of this Settlement.

5. Certification under Tennessee Rules of Civil Procedure 23.01 and 23 02(3) requires that: (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; (4) the representative parties will fairly and adequately protect the interests of the class, (5) the questions of law or fact common to the members of the class predominate over individual issues of law or fact, and (6) certification of the class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. For settlement purposes only, the Court preliminarily finds that the numerosity requirement is satisfied because the Settlement Class consists of thousands of individuals and joinder of all such persons is impracticable. *See Ham v Swift Transp. Co, Inc*, 275 FRD 475, 483 (W.D. Tenn. 2011) (“Where the number of class members exceeds forty, [numerosity] is generally deemed satisfied”).

7. The commonality requirement requires plaintiffs to demonstrate that class members “have suffered the same injury” *and* their claims “depend upon a common contention of such a nature that it is capable of classwide resolution—which means that determination of its truth or

falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v Dukes*, 564 U.S. 338, 350 (2011). Again, for settlement purposes only, the Court preliminarily finds that this requirement is satisfied as to the Settlement Class.

8. For similar reasons, and for settlement purposes only, the Court preliminarily finds that Plaintiff’s claims are reasonably coextensive with those of the absent Settlement Class members, such that the typicality requirement is satisfied. *Beathe v CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (typicality satisfied where claims arise from the same practice, affect class members in the same manner, and are based on the same legal theory), *Coleman v Gen. Motors Acceptance Corp.*, 220 F.R.D. 64, 79 (M.D. Tenn. 2004) (holding that named plaintiffs are typical of their class when “their injuries arise from the same policy that gives rise to the claims of the rest of the class”). Plaintiff is typical of absent Settlement Class members because he was affected by the same Cyberattack as the other Settlement Class members. Moreover, Plaintiff and Settlement Class members will benefit equally from the relief provided by the Settlement.

9. For settlement purposes only, the Court also preliminarily finds that Plaintiffs satisfy the adequacy of representation requirement adequacy exists when (1) the class representative has common interests with unnamed members of the class, and (2) the representative will prosecute the interests of the class through qualified counsel. *Senter v Gen. Motors Corp.*, 532 F.2d 511, 525 (6th Cir. 1976). Plaintiff’s interests are coextensive with and not antagonistic to the interests of the Settlement Class because the Settlement provides equal relief to Plaintiff and Settlement Class members, in that it calculates each Settlement Class’s claims related to the Cyberattack by the same method and provides them with the same opportunity for compensation. Further, the Court finds that Plaintiffs are represented by qualified and competent

counsel who have experience and expertise prosecuting complex class actions, including actions substantially similar to the instant case.

10. For settlement purposes only, the Court finds that resolution of thousands of claims in one action is superior to individual lawsuits because it promotes consistency and efficiency of adjudication.

11. The Court hereby appoints Royal Corralejo as Class Representative for the Settlement Class.

12. The Court hereby appoints J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC and Mark S. Reich of Levi & Korsinsky LLP as Settlement Class Counsel.

II. PRELIMINARY APPROVAL

13. The purpose of preliminary evaluation of a proposed class action settlement is to determine whether the settlement is “fair, reasonable, and adequate.” *Int’l Union, United Auto, Aerospace, & Agr. Implement Workers of Am v Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) (quoting Fed R Civ P. 23(e)(1)(c)).

14. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the settlement administration, and are subject to further and final consideration at the Final Approval Hearing provided for below.

15. In making this determination, the Court considered the fact that the Settlement is the product of arm’s-length, good faith negotiations conducted by experienced and knowledgeable

counsel, the current posture of the Lawsuit, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and the Settlement Class.

16. As provided for in the Settlement, if the Court does not grant final approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Lawsuit shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Settling Parties' positions on the issue of class certification or any other issue in the case.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

17. The Court appoints Simpluris, Inc. as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

18. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in the Settlement Agreement, and the "Postcard Notice," (attached as Exhibit 1) and "Long Form Notice" (attached as Exhibit 2). The Court finds that providing notification direct mail notification in manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Postcard Notice and Long Form Notice in the forms attached as **Exhibits 1 and 2** to Settlement Agreement, respectively.

19. The Settling Parties are ordered to give notice to all Settlement Class Members. The Court orders the Claims Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement.

IV. OPTING OUT FROM THE SETTLEMENT CLASS

20. Each person wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written opt-out request to the address designated by the Claims Administrator.

21. A request to opt out must be in writing and signed by the Settlement Class member, and the written request must state the name, address, and phone number of the person seeking to opt-out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Notice no later than 60 days from the date Class Notice is issued ("Opt-Out Deadline").

22. A request to opt-out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Postcard Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class member.

23. A Settlement Class member who submits a valid Settlement Class Claim Form is not eligible for exclusion, and any subsequent request for to opt-out will be invalid.

24. All Settlement Class members who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement.

25. All persons falling within the definition of the Settlement Class who do not request to opt-out of the Settlement Class in the manner described in paragraphs 20-22 shall be bound by the terms of the Settlement Agreement.

26. Settlement Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court.

V. OBJECTIONS

27. Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument.

28. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Settlement Class Counsel and Defendant's counsel written objections that include: (a) the title of the case; (b) the objector's full name, current address, telephone number, (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider.

29. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf.

30. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

31. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section IV. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Tennessee Rules of Appellate Procedure and not through a collateral attack.

VI. THE FINAL APPROVAL HEARING

32. The Court will hold a Final Approval Hearing on _____ at ____ [a.m./p.m.], in the Circuit Court for Davidson County, Tennessee at Nashville Courthouse, located at _____, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Settlement Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Representative Plaintiff's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action Settlement ("Final Order and Judgment"); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

33. Settlement Class Counsel will file their Motion for Final Approval, which shall include the Application for Attorneys' Fees and Costs, no later than 14 days prior to the Final Approval Hearing.

34. The Final Judgment and Order will be deemed final, and the "Effective Date" will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in this Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

35. The related time periods for events preceding the Final Approval Hearing are:

<u>Event</u>	<u>Timing</u>
Class List sent to Simpluris, Inc.	10 Days after Preliminary Approval Order
Notice Commencement Date	30 Days after Preliminary Approval Order
Notice Completion Date	45 Days after Preliminary Approval Order
Objection Deadline	60 Days from the Date Class Notice is Issued
Opt-Out Deadline	60 Days from the Date Class Notice is Issued
Motion for Fees and Service Awards	14 Days before the Objection Deadline
Motion for Final Approval	14 Days Prior to Final Approval Hearing
Claims Deadline/Claims Period	60 Days from the Notice Completion Date
Final Approval Hearing	Approximately 120 Days after Preliminary Approval Order

36. All proceedings in the Lawsuit other than those related to approval of the Settlement Agreement are stayed pending entry of the Final Order and Judgment.

37. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court's entry of the Final Order and Judgment.

IT IS SO ORDERED, in Chambers, in Davidson County, Tennessee.

Dated: _____

CIRCUIT COURT JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lucent Health Solutions Settlement Resolves Class Action Lawsuit Over October 2023 Data Breach](#)
