

**IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE
TENTH JUDICIAL DISTRICT**

HEIDI DAVIS, JAVELIN ALEXANDER,
and MINDIE HUNT individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REGIONAL OBSTETRICAL
CONSULTANTS PC,

Defendant.

Case No.25-0083

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, as of the date last signed below. 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. Procedural History

1. Defendant is a medical practice that offers a wide range of services in the areas of Maternal-Fetal Medicine, sonography, ultrasound, and prenatal diagnostics and screenings.

2. Defendant collects, maintains, and stores personal and sensitive information in its provision of medical services.

3. On or about May 6, 2024, an unauthorized actor accessed certain files and data stored within its network environment and gained potential access to the Private Information belonging to up to 25,787 individuals. The information alleged impacted included names, dates of birth, addresses, phone numbers, medical record number, insurance ID number, diagnosis, medical

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

history, and procedures.

4. On or about January 22, 2025, Defendant began sending notification letters to impacted individuals.

5. As a result, Plaintiff Alexander filed his proposed class action in the Eastern District of Tennessee on January 31, 2025, seeking redress for the alleged harms suffered as a result of the Data Incident. *Alexander v. Regional Obstetrical Consultants, P.C.*, No. 1:25-cv-00033 (E.D. Tenn.) (the “*Alexander* action”). On February 3, 2025, Plaintiff Hunt filed her complaint in the Eastern District of Tennessee seeking redress for the alleged harms suffered as a result of the same Data Incident. *Hunt v. Regional Obstetrical Consultants, P.C.*, No. 1:25-cv-00038 (E.D. Tenn.) (the “*Hunt* Action”). On February 10, 2025, Plaintiff Heidi Davis filed a class action complaint against Defendant in the Chancery Court of Hamilton County, Tennessee, Tenth Judicial District alleging harms stemming from the same Data Incident (the “*Davis* Action”).

6. The *Davis* action was stayed in favor of the related federal actions that were filed.

7. On May 2, 2025, the *Alexander* and *Hunt* actions were consolidated and a consolidated complaint was filed on June 2, 2025. *See Alexander v. Regional Obstetrical Consultants, P.C.*, No. 1:25-cv-00033, Dkt. No. 25 (E.D. Tenn.) (Dkt. Nos. 25 and 26). On July 2, 2025, Defendant filed a Motion to Dismiss.

8. Shortly thereafter, to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement.

9. In connection with their settlement discussions, Defendant provided Plaintiffs with pre-mediation discovery including information related to, among other things, the nature and cause of the Data Incident, the number of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

10. After arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement in principle on the materials terms of the class-wide Settlement on August 11, 2025.

11. During the course of the negotiations, the Parties determined that jurisdiction was proper in state court. Consequently, plaintiffs Alexander and Hunt dismissed their consolidated federal action and filed an amended complaint with plaintiff Davis in the *Davis* Action.

12. The amended complaint alleges claims against Defendant for negligence/negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and breach of fiduciary duty on behalf of a national class.

13. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or 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. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that

the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

II. Definitions

12. **“Action”** means the class action lawsuit entitled: *Heidi Davis v. Regional Obstetrical Consultants, P.C.*, No. Case No. 25-0083 pending in the Chancery Court of Hamilton County, Tennessee, Tenth Judicial District.

13. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

14. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15. **“Cash Payment”** means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A, Cash Payment B, or Cash Payment C under Section IV herein.

16. **“Cash Payment A – Extraordinary Documented Losses”** means the cash compensation that Settlement Class Members with extraordinary documented losses may elect under the Settlement.

17. **“Cash Payment B – Ordinary Documented Losses”** means the cash compensation that Settlement Class Members with ordinary documented losses may elect under the Settlement.

18. “**Cash Payment C – Alternative Cash Payment**” means the cash compensation that Settlement Class Members may elect under the Settlement.

19. “**Claim**” means the submission of a Claim Form by a Claimant.

20. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

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

22. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

23. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which ones are Valid Claims.

24. “**Class Counsel**” means J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC.

25. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names, current addresses, and last known telephone numbers.

26. “**Class Representatives**” means Plaintiffs.

27. “**Complaint**” means the Amended Class Action Complaint filed by Plaintiffs in this Action.

28. “**Court**” means the Chancery Court of Hamilton County, Tennessee, Tenth Judicial District.

29. “**Data Incident**” means the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s Private Information that occurred on Defendant’s network on or about May 6, 2024.

30. “**Defendant**” means Regional Obstetrical Consultants, P.C.

31. “**Defendant’s Counsel**” means David Ross of Wilson, Elser, Moskowitz, Edelman & Dicker LLP.

32. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 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 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

34. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

42. “**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 hereto as ***Exhibit 5***.

35. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

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

37. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

38. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

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

41. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

42. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

43. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

44. “**Plaintiffs**” means Heidi Davis, Javelin Alexander, and Mindie Hunt.

45. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

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

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

45. “**Private Information**” means names, dates of birth, addresses, phone numbers, medical record number, insurance ID number, diagnosis, medical history, and procedures, and any other type of personally identifiable information or protected health information.

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

47. “**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, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

48. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries,

affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

49. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

50. **“Service Awards”** means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit available to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

51. **“Settlement Administrator”** means Epiq Class Action & Claims Solutions, Inc., the third-party notice and claims administrator jointly selected by the Parties.

52. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

53. **“Settlement Class”** means all living individuals in the United States whose Private Information was implicated in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (d) all individuals who timely and valid opt-out of the Settlement.

54. **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

55. **“Settlement Class Member Benefits”** means the Cash Payment that Settlement

Class Members may elect in the Settlement.

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

57. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

58. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such

Settlement, that this 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. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

59. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. When submitting a Valid Claim, Settlement Class Members may choose either **Cash Payment A – Extraordinary Documented Losses, Cash Payment B – Ordinary Documented Losses, or Cash Payment C – Alternative Cash Payment**. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Extraordinary Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$7,500.00 per Settlement Class Member upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss arising out of or relating to identity theft; (2) the loss is fairly traceable to the Data Incident; (3) the loss occurred between May 6, 2024 and the Claims Deadline; (4) the loss is not already covered by one or more of the reimbursement categories listed below; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

b. Cash Payment B – Ordinary Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,000.00 per Settlement Class Member upon presentation of ordinary documented losses related to the Data Incident. Ordinary documented losses may include, without limitation, the following:

- i. unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information;
- ii. unreimbursed costs incurred on or after May 6, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- iii. other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- iv. other mitigative costs fairly traceable to the Data Incident that were incurred on or after May 6, 2024 through date of the Settlement Class Member's claim submission;

Settlement Class Members will be required to submit reasonable documentation supporting claims made for Cash Payment A - Extraordinary Documented Losses and Cash Payment B - Ordinary Documented Losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted

reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a Cash Payment A or Cash Payment B loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment C.

c. Cash Payment C – Alternate Cash Payment

As an alternative to Cash Payment A and B above, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of \$50.00.

60. Settlement Administration Costs

Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class will have no liability for the payment of the Settlement Administration Costs.

V. Settlement Approval

61. Within 10 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class

Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) 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

62. The Parties agree that, subject to Court approval, Epiq Class Action & Claims Solutions, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Tennessee.

63. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

64. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from

Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice 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, preparing 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, the value of the Valid Claims submitted to date, 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. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant the funds necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

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

65. Defendant will make available to the Settlement Administrator the Class List no later than five 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.

66. Within 20 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.

67. Settlement Class Members shall be sent a Postcard Notice.

68. If Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 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.

69. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

70. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for 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 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 and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

71. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online 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.

72. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class

Members to review the Long Form Notice to obtain the opt-out instructions. 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 include 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.

73. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. 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 relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves 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.

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

- a. the objector's full name, mailing address, telephone number, and email

address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the 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 Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VIII. Claim Form Process and Disbursement of Cash Payments

75. The Notices 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.

76. 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.

77. 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.

78. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

79. 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 the Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

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

Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

81. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out.
- 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 does not comply with the requirements of this Settlement.

82. 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 30 days from the Claim Form Deadline to approve or reject Claims.
- 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, 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.

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

84. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator with respect to the submission of a Claim Form or the payment of Settlement Class Member Benefits.

85. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 25 days of the invoice from the Settlement Administrator and the provision of sufficient payment instructions and information by the Settlement Administrator to Defendant.

86. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent

specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. 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.

IX. Final Approval Order and Final Judgment

88. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement 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 Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

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

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting 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;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

90. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,000.00 each, subject to Court approval. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel, or to the Settlement Administrator for onward remittance to Class Counsel within 25 days of the Effective Date.

91. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and cost of up to \$275,000.00, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel, or to the Settlement Administrator for onward remittance to Class Counsel within 25 days of the Effective Date.

92. This Settlement is not contingent on approval of the request for attorneys' fees and costs or 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. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

93. 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 state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) 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.

94. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

95. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- 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.

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

98. Defendant shall have the right to terminate this Agreement if more than 2% of the

Settlement Class Members opt-out of the Settlement. In such an event, Defendant shall notify Class Counsel of its intent to so terminate the Agreement within 10 days after the Opt-Out Deadline.

99. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. 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*.

XIII. Effect of Termination

100. 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 Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

101. 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

102. 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 specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

103. 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 investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

104. 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.

105. 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 Plaintiffs 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.

106. 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

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

108. ***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.

109. ***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.

110. ***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.

111. ***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.

112. ***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.

113. ***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.

114. ***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 instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

115. ***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.

116. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

J. Gerard Stranch, IV
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, Tennessee 37203
gstranch@stranchlaw.com
gwells@stranchlaw.com

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Gary Klinger
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
gklinger@milberg.com

If to Defendant or Defendant's Counsel:

David Ross
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP
1500 K Street, NW, Ste. 330
Washington, D.C. 20005
david.ross@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of

objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

118. ***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.

119. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

121. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect

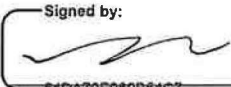
limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

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

Signatures on the following page

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

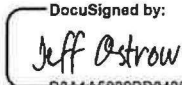
Signed by:



9/10/2025 | 4:07 PM CDT

J. GERARD STRACH, IV
STRACH, JENNINGS & GARVEY, PLLC

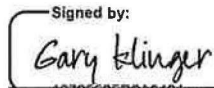
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9/10/2025 | 2:07 PM PDT

JEFF OSTROW
KOPELOWITZ OSTROW P.A.


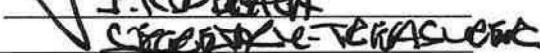
Signed by:



9/10/2025 | 4:05 PM CDT

GARY KLINGER
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC

DEFENDANT

By: 
Its: 

COUNSEL FOR DEFENDANT



9/18/2025

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

EXHIBIT 1

DocuSign Envelope ID: BDD642B2-32DD-40C4-96FA-6BD377FCA9A0

Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. xxxx

Court-Approved Legal Notice

Heidi Davis. v. Regional Obstetrical Consultants, P.C., Case No. 25-0083, Tenth Judicial District of the Chancery Court of Hamilton County, Tennessee

If your Private Information was implicated in the Data Incident involving Regional Obstetrical Consultants, P.C. on or about May 6, 2024, you may be entitled to a Cash Payment from a Settlement.

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

www.XXXXXXXXXXXXXX.com
1-XXX-XXX-XXXX

<<UNIQUEID>>

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<<NAME 1>>
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Docusign Envelope ID: BDD642B2-32DD-40C4-96FA-6BD377FCA9A0

A Settlement has been reached in a class action lawsuit against Regional Obstetrical Consultants, P.C. (“Defendant”) involving a Data Incident that occurred on Defendant’s network on or about May 6, 2024. The Data Incident involved the unauthorized access to or acquisition of Private Information belong to members of the Settlement Class. Private Information includes, but is not limited to, names, dates of birth, addresses, phone numbers, medical record number, insurance ID number, diagnosis, medical history, and procedures, and any other type of personally identifiable information or protected health information. The Defendant denies any wrongdoing.

Who is Included? Records show you are a member of the Settlement Class defined as: all living individuals in the United States whose Private Information was implicated in the Data Incident.

What does the Settlement Provide? You can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for one of the following Cash Payments:

Cash Payment A – Extraordinary Documented Losses: You may submit a Claim Form with reasonable documentation for extraordinary documented losses related to the Data Incident for up to \$7,500 per Settlement Class Member. Visit the website for details on an Extraordinary Documented Loss Claim.

OR

Cash Payment B – Ordinary Documented Losses: You may submit a Claim Form with reasonable documentation for ordinary documented losses related to the Data Incident for up to \$2,000 per Settlement Class Member. Visit the website for examples of Ordinary Documented Losses.

OR

Cash Payment C – Alternate Cash Payment: Instead of Cash Payment A (Extraordinary Documented Losses) or Cash Payment B (Ordinary Documented Losses), without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the amount of \$50.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement Agreement by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will not get a Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees and costs up to \$275,000, Service Awards in the amount of \$2,000 each, and any objections. You or your lawyer may appear at the hearing, but you are not required to do so.

This notice is a summary. Learn more about the Settlement at www.XXXXXX.com, or by calling toll free 1-XXX-XXX-XXXX.

EXHIBIT 2

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable [REDACTED] of the Tenth Judicial District of the Chancery Court of Hamilton County, Tennessee is overseeing this class action. The lawsuit is known as *Heidi Davis v. Regional Obstetrical Consultants, P.C.*, Case No. 25-0083 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Regional Obstetrical Consultants, P.C., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant on behalf of themselves and all others allegedly similarly situated involving a Data Incident that occurred on Defendant’s network on or about May 6, 2024. The Data Incident involved the unauthorized access to or acquisition of Private Information belonging to members of the Settlement Class. The Private Information includes, but is not limited to, names, dates of birth, addresses, phone numbers, medical record number, insurance ID number, diagnosis, medical history, and procedures, and any other type of personally identifiable information or protected health information.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who they allege have similar legal claims. Together, after a court grants certification, all these people are called a class or class members, and because this lawsuit is settled, they are called “Settlement Class Members.” One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual in the United States whose Private Information was implicated in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; and (d) all individuals who timely and validly opt-out of the Settlement.

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

If you are still not sure whether you are a Settlement Class member, you may go to www.XXXXXXXXXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for one of the following Settlement Class Member Benefits:

Cash Payment A – Extraordinary Documented Losses

You may submit a Claim Form with reasonable documentation for extraordinary documented losses related to the Data Incident for up to \$7,500 per Settlement Class Member if:

- (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to identity theft;
- (2) the loss is fairly traceable to the Data Incident;
- (3) the loss occurred between May 6, 2024, and the Claims Deadline;
- (4) the loss is not already covered by one or more of the reimbursement categories below; and
- (5) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Cash Payment B – Ordinary Documented Losses

You may submit a Claim Form with reasonable documentation for ordinary documented losses related to the Data Incident for up to \$2,000 per Settlement Class Member.

Examples of ordinary documented losses related to the Data Incident may include (without limitation):

- (1) unreimbursed losses or charges relating to identity theft or identity fraud, falsified tax returns or other possible misuse of your Private Information;

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

- (2) unreimbursed costs incurred on or after May 6, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;
- (3) other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- (4) other mitigative costs fairly traceable to the Data Incident that were incurred on or after May 6, 2024, through date of your Claim submission.

Examples of reasonable documentation include, but are not limited to, telephone records, correspondence including emails, or receipts. Documentation must be generated or prepared by a third party supporting expenses paid. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

If you do not submit reasonable documentation supporting a Cash Payment A (Extraordinary Documented Losses) or Cash Payment B (Ordinary Documented Losses), or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be treated as if you elected Cash Payment C (Alternate Cash Payment).

Cash Payment C – Alternate Cash Payment

Instead of Cash Payment A (Extraordinary Documented Losses) or Cash Payment B (Ordinary Documented Losses), without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the amount of \$50.

9. What am I giving up to receive a Cash Payment or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section XI of the Settlement Agreement describes the Release, Released Claims and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Release, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive the Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form,

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

postmarked by **MONTH DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

Regional Obstetrical Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Regional Obstetrical Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you submit a timely and valid Claim Form, Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I request to be excluded from the Settlement Class in *Heidi Davis v. Regional Obstetrical Consultants, P.C.*”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Regional Obstetrical Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

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

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

15. If I opt-out can I still get anything from the Settlement?

No. If you timely opt-out, you will not be entitled to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgment in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

16. If I do not opt-out, can I sue Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

To object, you must file your objection with the Court by **MONTH DD, 20YY**, and send your objection by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating that you object to the Settlement in *Heidi Davis v. Regional Obstetrical Consultants, P.C.*, Case No. 25-0083.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1. Your full name, mailing address, telephone number, and email address (if any);
2. All grounds for the objection, accompanied by any legal support for the objection known to you or your lawyer;
3. The number of times you have objected to a class action settlement within the five years preceding the date that you filed this objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling on your prior objections that were issued by the trial and appellate courts in each listed case;
4. The identity of all lawyers who represent you, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Award;
5. The number of times your lawyer and/or their 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 your lawyer or the law firm has made an objection and a copy of any orders related to or ruling of your lawyer’s or their law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer and/or your lawyer’s law firm have objected to a class action settlement within the preceding five years;

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

6. The identity of all lawyers (if any) representing you, and whether they will appear at the Final Approval Hearing;
7. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
8. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
9. Your signature as the objector (a lawyer's signature is not sufficient).

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

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
10 th Judicial District Hamilton County Courthouse 625 Georgia Ave. Unit 311 Chattanooga, TN 37402	J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Ave. Suite 200 Nashville, Tennessee 37203 Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Gary Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 W. Monroe St. Suite 2100 Chicago, IL 60606	David Ross Wilson, Elser, Moskowitz, Edleman & Dicker LLP 1500 K St. NW Suite 330 Washington, D.C. 20005	Regional Obstetrical Data Incident Settlement Administrator PO Box XXXX Portland, OR 97XXX

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

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

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this lawsuit?

Yes. The Court has appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs up to \$275,000. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid directly by Defendant separate from Defendant's obligation to pay Settlement Class Member Benefits. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you submit an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable [REDACTED] at the Hamilton County Courthouse, 625 Georgia Avenue, Unit 311, Chattanooga, TN 37402. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court, at its discretion, may listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class member and you do nothing, you will not receive Settlement Class Member Benefits, and you will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit.

GETTING MORE INFORMATION

25. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Regional Obstetrical Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97XXX-XXXX

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

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

EXHIBIT 3

**Must be postmarked
or submitted online
NO LATER THAN
Month DD, 20YY**

**Regional Obstetrical Data Incident
Settlement Administrator
P.O. BOX #####
Portland, OR 97208-####
www.XXXXXXXXXX.com.**

Regional Obstetrical Consultants, P.C. Data Incident Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You are included in the Settlement Class and may submit a Claim for a Cash Payment if your Private Information was implicated in the Regional Obstetrical Consultants Data Incident that occurred on or about May 6, 2024.

The easiest way to submit a Claim is online at www.XXXXXXXXXX.com, or you can print out, complete, and mail this entire Claim Form (with any required documentation) to the mailing address above.

All Settlement Class Members are eligible to file a Claim for a Cash Payment for Extraordinary and Ordinary Documented Losses OR an Alternate Cash Payment.

You may submit a Claim for one of the following benefits:

- 1. Cash Payment A – Extraordinary Documented Losses:** If you incurred actual, documented and unreimbursed monetary loss arising out or relating to identity theft or fraud that you believe is fairly traceable to the Data Incident, you can be reimbursed up to \$7,500.00. The loss must have occurred between May 6, 2024, and the date of your Claim submission and cannot already be covered by one or more available reimbursement categories. You must have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. You must submit documents supporting your Claim.
- 2. Cash Payment B – Ordinary Documented Losses:** If you incurred actual, documented monetary loss that you believe is fairly traceable to the Data Incident, you can be reimbursed up to \$2,000.00. The loss must have occurred between May 6, 2024, and the date of your Claim submission. You must submit documents supporting your Claim.
- 3. Cash Payment C – Alternate Cash Payment:** If you do not elect and submit reasonable documentation supporting Cash Payment A (Extraordinary Documented Losses) or Cash Payment B (Ordinary Documented Losses), you can receive an alternative Cash Payment without submitting documentation in the amount of \$50.00.

More information about the Settlement Class Member Benefits above may be found in the Settlement Agreement which is located on the Settlement Website (www.XXXXXXXXXX.com).

Claims must be submitted online or postmarked by Month DD, 20YY. Use the website address above for online Claims or the physical address above for mailed Claims.

The Settlement Administrator may contact you to request additional documentation to process your Claim.

Please note that Settlement Class Member Benefits will be distributed only after the Settlement is approved by the Court and becomes final.

If the Settlement is approved and your Claim for a Cash Payment is accepted, you will receive an email at the email address you provide below prompting you to select how you would like to be paid. You can receive your Cash Payment via a variety of digital options, or you can elect to receive a paper check.

Your Information

We will use this information to contact you and process your Claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify the Settlement Administrator.

First Name:	MI:	Last Name:
<div></div>	<div></div>	<div></div>
Alternative Name(s) (If Any):		
<div></div>		
Unique ID (As shown on the notice you received):		
<div></div>		
Mailing Address:		
<div></div>		
City:	State:	ZIP:
<div></div>	<div></div>	<div></div>
Phone Number:		
<div></div>		
Email Address:		
<div></div>		
Year of Birth:		
<div></div>		

Cash Payment A– Extraordinary Documented Losses

If you incurred extraordinary monetary loss arising out or relating to identity theft or fraud that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money, you can receive reimbursement up to \$7,500.00.

☐ **Cash Payment A for - Extraordinary Documented Losses:** I have experienced extraordinary documented out-of-pocket loss related to identity theft or fraud as a result of the Regional Obstetrical Data Incident. I am providing the necessary information and documentation.

In order for your claimed extraordinary loss to qualify for a payment, the following conditions must be met: (1) the loss is an actual, documented and unreimbursed monetary loss arising out or relating to identity theft; or fraud (2) the loss is fairly traceable to the Data Incident; (3) the loss occurred between May 6, 2024 and the date of filing this Claim; (4) the loss is not already covered by one or more of the available reimbursement categories, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and (5) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

It is important for you to send documents that show what happened and how much you lost or spent so you can be reimbursed. This documentation may include receipts or other documentation showing the amounts of charges incurred. You may mark out any transactions that are not relevant to your Claim before sending in the documentation. Self-prepared documents—such as handwritten receipts—are, by themselves, insufficient to receive reimbursement but can be considered by the Settlement Administrator to add clarity or support other submitted documentation.

Loss Type	Approximate Date Loss	Amount of Loss
Monetary losses or costs resulting from identity theft or fraud as a result of the Data Incident (Provide a detailed description below.	<div><div><div></div><div></div></div><div>MM</div><div>–</div><div><div><div></div><div></div></div><div>DD</div><div>–</div><div><div><div></div><div></div><div></div><div></div></div><div>YYYY</div></div></div><div><div><div><div></div><div></div><div></div><div></div><div></div></div></div><div><div><div></div><div></div></div></div></div></div>	

Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident) *Examples: Receipts, bills, and invoices from accountants, lawyers, or others.*

Cash Payment B – Ordinary Documented Losses

If you incurred ordinary monetary loss that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money, you can receive reimbursement up to \$2,000.00.

- ☐ **Cash Payment B - Ordinary Documented Losses:** I have experienced ordinary documented out-of-pocket loss as a result of the Regional Obstetrical Data Incident. I am providing the necessary information and documentation.

It is important for you to send documents that show what happened and how much you lost or spent, so that you can be reimbursed. Documentation must be mailed along with this Claim Form.

If you are a Settlement Class Member and you do not submit reasonable documentation supporting Cash Payment A (Extraordinary Documented Losses) or Cash Payment B (Ordinary Documented Losses), or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be treated as if you elected Cash Payment C (Alternate Cash Payment).

To look up more details about the Cash Payments in this Settlement, visit **www.XXXXXXXXXX.com** or call toll-free 1-###-###-####. You will find more information about the types of losses that can be paid back to you, what documents you need to attach, and how the Settlement Administrator decides whether to approve your payment.

By filling out the boxes on the next page of this form, you are certifying that the money you spent does not relate to other data breaches.

You may make as many copies of the Claim Form pages as necessary to list all of your expenses. If you need more space to list your losses, please submit additional pages of this Claim Form to provide that information.

Loss Type	Approximate Date Loss	Amount of Loss
Costs for freezing or unfreezing your credit report on or after 5/6/2024 if related to fraud or identity theft	<div><div></div><div></div></div> – <div><div></div><div></div></div> – <div><div></div><div></div><div></div><div></div></div> <div>MM</div> <div>DD</div> <div>YYYY</div>	\$ <div><div></div><div></div><div></div><div></div><div></div></div> • <div><div></div><div></div></div>
<div>Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident) <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze.</i></div> <div></div> <div></div> <div></div> <div></div>		
Credit monitoring and identity theft protection purchased between 5/6/2024 and the date of your Claim submission are related to fraud or identity theft	<div><div></div><div></div></div> – <div><div></div><div></div></div> – <div><div></div><div></div><div></div><div></div></div> <div>MM</div> <div>DD</div> <div>YYYY</div>	\$ <div><div></div><div></div><div></div><div></div><div></div></div> • <div><div></div><div></div></div>
<div>Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident) <i>Examples: Receipts or statements for credit monitoring services.</i></div> <div></div> <div></div> <div></div> <div></div>		
Costs, expenses, and losses due to identity theft, fraud, or misuse of your Private Information on or after 5/6/2024 and that you believe are fairly traceable to the Data Incident	<div><div></div><div></div></div> – <div><div></div><div></div></div> – <div><div></div><div></div><div></div><div></div></div> <div>MM</div> <div>DD</div> <div>YYYY</div>	\$ <div><div></div><div></div><div></div><div></div><div></div></div> • <div><div></div><div></div></div>
<div>Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching, and why it is related to the Data Incident) <i>Examples: Account statement with unauthorized charges highlighted, police reports, IRS documents, FTC Identity Theft Reports, letters refusing to refund fraudulent charges, credit monitoring services you purchased</i></div> <div></div> <div></div> <div></div> <div></div>		

Cash Payment C – Alternative Cash Payment

If you do not elect Cash Payment A (Extraordinary Documented Losses) and/or Cash Payment B (Ordinary Documented Losses), you can receive an alternative cash payment in the amount of \$50.00 without submitting supporting documentation.

☐ **Cash Payment C – Alternate Cash Payment:** My Private Information was implicated in the Regional Obstetrical Data Incident and I elect to receive a \$50 Cash Payment.

Signature	
<p>I affirm under the laws of the United States that the information I have supplied in this form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.</p> <p>I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.</p>	
<div></div>	
Print Name	
<div></div>	Date: <div></div> - <div></div> - <div></div> <div>MMDDYYYY</div>
Signature	
<div></div>	

EXHIBIT 4

**IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE
TENTH JUDICIAL DISTRICT**

HEIDI DAVIS, JAVELIN ALEXANDER,
and MINDIE HUNT, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

REGIONAL OBSTETRICAL
CONSULTANTS PC,

Defendant.

Case No.25-0083

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed Settlement described in the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.
2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class Members.
3. The Court preliminarily approves the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant

providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All living individuals in the United States whose Private Information was implicated in the Data Incident.

5. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any individuals who timely and valid opt-out of the Settlement.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement only: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of Plaintiffs are typical of the claims of the members of the Settlement Class; Plaintiffs are adequate representatives for the

Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Klinger of Milberg Coleman Bryson Phillips Grossman PLLC.

9. The Parties have selected Epiq Class Action & Claims Solutions, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Epiq and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have jointly agreed upon the Notices and Claim Form, which are attached to the Agreement. The Court preliminarily finds that the Notices provided to Settlement Class Members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that Notice be sent to the Settlement

Class in the manner outlined in the Agreement.

12. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (30 days before the initial scheduled Final Approval Hearing). The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class Members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Award shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each

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

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Award 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 Objection Deadline (30 days before the initial scheduled Final Approval Hearing), as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted

on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this 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.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Chancery Court of Hamilton County, Tennessee, Tenth Judicial District, 300 Courthouse, 625 Georgia Avenue, Chattanooga, TN 37402, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representative. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good

cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 20 days of Preliminary Approval Order
Deadline to complete Notice Program	At least 45 days before the initial scheduled Final Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the initial scheduled Final Approval Hearing
Opt-out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____ at __:__ a.m./p.m.,

19. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

IT IS ORDERED.

Presiding Judge

APPROVED FOR ENTRY:

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EXHIBIT 5

**IN THE CHANCERY COURT OF HAMILTON COUNTY, TENNESSEE
TENTH JUDICIAL DISTRICT**

HEIDI DAVIS, JAVELIN ALEXANDER, and
MINDIE HUNT, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

REGIONAL OBSTETRICAL
CONSULTANTS PC,

Defendant.

Case No.25-0083

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on _____, 2025, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed J. Gerard Stranch IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., and Gary Kligner of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was

available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections or the Settlement and _____ Settlement Class Members opted-out of the Settlement;

WHEREAS, on _____, 202__, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Award;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.
2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of the Due Process Clause of the United States and Tennessee Constitutions, Tennessee Rule of Civil Procedure 23.03, and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.
3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of

establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiffs as the Class Representatives is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Tennessee Rules of Civil Procedure 23.01 and 23.02 for the purposes of the Settlement in 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 members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims or defenses of the members of the Settlement Class; (4) the Plaintiffs are adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States whose Private Information was implicated in the Data Incident.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and validly opts-out of the Settlement.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. Class Counsel is awarded \$_____ for attorneys' fees and costs. These payments shall be made by Defendant in accordance with the Agreement. The Court evaluated Class Counsel's request, and concludes that amount is fair and within the range of reason.

17. The Class Representatives shall be awarded a Service Award in the amount of \$_____. The Service Awards shall be payable by the Defendant in accordance with the Agreement.

18. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

19. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

20. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

21. All Settlement Class Members shall be bound by this Final Approval Order.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Tennessee Rules of Civil Procedure.

DONE AND ORDERED in Broward County, Florida, this _____ day of _____, 2025.

Judge
Tenth Judicial Circuit, Hamilton County, Tennessee

APPROVED FOR ENTRY:

/s/ J. Gerard Stranch, IV
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