

**IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE
FOR THE SIXTEENTH JUDICIAL DISTRICT**

Sherri Krenk,

*On behalf of herself and all others
similarly situated,*

Plaintiff,

v.

**Murfreesboro Medical Clinic and
SurgiCenter and Murfreesboro Medical
Clinic, P.A.,**

Defendant.

CASE NO. 75CCI-2023-CV-81005

NO HEARING REQUESTED

SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED that the above-captioned action is hereby settled on all the terms and conditions specified below, and that upon approval by the Court, final judgment shall be entered on the terms and conditions set forth herein. This Settlement Agreement is made and entered into by and among the following Settling Parties (defined below): (i) Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk (“Plaintiffs”), individually and on behalf of the Settlement Class (defined below), by and through their counsel of record, J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, LLC (“Proposed Lead Class Counsel”) and Danielle Perry of Mason, LLP, Philip Krzeski of Chestnut Cambronne, Christopher D. Jennings of Jennings, PLLC, Tyler Bean of Siri & Glimstad LLP, Samantha E. Holbrook of Shub & Johns LLC (“Proposed Additional Class Counsel” and, with Proposed Lead Class Counsel, “Class Counsel”), on the one hand; and (ii) Murfreesboro Medical Clinic, P.A., d/b/a/ Murfreesboro Medical Clinic & Surgicenter (“MMC”), by and through its counsel of record, D. Eric Setterlund and Kimberly M. Ingram-Hogan of Bradley Arant Boult Cummings, LLP (“MMC’s Counsel”), on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to all of the terms and conditions below.

RECITALS

WHEREAS, in April 2023, MMC experienced a “sophisticated criminal cyber-attack” to its information technology computer network systems during which, Plaintiffs allege, the Personally Identifiable Information (“PII”) and Protected Health Information (“PHI”) (together, “Private Information”) of Plaintiffs and Settlement Class Members were potentially accessed and compromised. The Private Information potentially accessed according to Plaintiffs included names, enrollment information such as group name, identification number, claims or treatment information, dates of service, procedures, prescription information, dates of birth, email addresses, phone numbers, driver’s license numbers, and Social Security numbers (the “Data Breach”). The Data Breach involved criminal hackers gaining potential access to Private Information of approximately 559,000 of MMC’s patients and employees.

WHEREAS, after MMC learned of the Data Breach, in or around May 2023, notification was sent to individuals notifying them that their Private Information may have been impacted by the Data Breach. The notification included certain credit monitoring and identity theft protection offered by MMC.

WHEREAS, beginning on May 18, 2023, a total of six (6) lawsuits were filed against MMC arising out of the Data Breach. The Court consolidated all six actions on September 7, 2023.

WHEREAS, on October 4, 2023, the parties conferred and agreed to stay the proceedings in the consolidated action. The Court granted the parties’ request for a stay on October 10, 2023.

WHEREAS, MMC denies each and all of the claims and contentions alleged against it in the civil actions filed, any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation.

WHEREAS, on March 7, 2024, after significant prior information exchanges, the Settling Parties engaged in an arm’s-length, full-day mediation session under the direction of Michael Russell and reached an agreement in principle to resolve the Litigation, as outlined herein.

WHEREAS, MMC provided Class Counsel with factual information requested by Plaintiffs to aid in the mediation.

WHEREAS, the Settling Parties then concluded that further litigation would be protracted and expensive and would carry with it the delay, uncertainty and risks inherent in litigation for both sides, and have determined that it is desirable instead to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to achieve the certain benefits thereof while avoiding those burdens, delays, risks, and extensive costs of litigation through appeal.

WHEREAS, MMC denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of MMC with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that MMC has asserted or would assert, or the requirements of Federal Rule of Civil Procedure 23 or Tennessee Rule of Civil Procedure 23 and whether the Plaintiffs satisfy those requirements.

WHEREAS, based on their substantial investigation and their substantial experience in data breach cases, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Breach pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this Litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against MMC relating to the Data Breach, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against MMC relating to the Data Breach.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and MMC that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of MMC or any of the Released Parties (as defined in this Agreement), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, in this or any other action.

1. Definitions

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

1.1 "Agreement" or "Settlement Agreement" means this agreement.

1.2 "Claims Administration" means providing notice to the Settlement Class Members and the processing and payment of Settlement Claims (as defined below) received from Settlement Class Members by the Settlement Administrator (defined below).

1.3 "Claims Deadline" means the postmark or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.1.

1.4 "Claim Form" means the form that may be utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in Exhibit C attached hereto, which will be available on both the

Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.5 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration or Notice.

1.6 “Court” means the 16th Judicial Circuit Court for Rutherford County.

1.7 “Data Breach” means the cybersecurity incident that MMC became aware of in or around April of 2023, about which MMC notified potentially impacted customers in May of 2023, and which then became the subject of the Action.

1.8 “Effective Date” means the date on which all of the requirements of Section 9.1 of this Agreement have been satisfied.

1.9 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court under Tennessee Rule of Civil Procedure 23.05; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

1.10 “Judgment” means a judgment rendered by the Court.

1.11 “Litigation” means the actions filed by Plaintiffs.

1.12 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B hereto.

1.13 “Objection Date” means the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective pursuant to the terms and conditions herein. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.14 “Opt-Out Date” means the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.16 “Personally Identifiable Information” (“PII”) means any information relating to an

identified or identifiable individual who is the subject of the information and anything else identified as “personally identifiable information” in Federal or Tennessee law.

1.17 “Private Information” means Personally Identifiable Information and Protected Health Information, as defined in ¶¶ 1.17 and 1.22, including but not limited to names, enrollment information such as group name, identification number, claims or treatment information such as claim numbers, dates of service, procedures, prescription information, dates of birth, email addresses, phone numbers, driver’s license numbers, and social security numbers.

1.18 “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” means Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk.

1.19 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.20 “Proposed Settlement Class Counsel” and/or “Proposed Class Counsel” means J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, LLC, Danielle Perry of Mason, LLP, Philip Krzeski of Chestnut Cambronne, Christopher D. Jennings of Jennings, PLLC, Tyler Bean of Siri & Glimstad LLP, and Samantha E. Holbrook of Shub & Johns LLC.

1.21 “Protected Health Information” (“PHI”) has the same meaning as set forth in 45 CFR § 160.103 of the implementing regulations for the Health Information Portability and Accountability Act of 1996 (“HIPAA”).

1.22 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any claims and causes of action arising under or premised in whole or in part upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including but not limited to 15 U.S.C. §§ 45 *et seq*; all data privacy, financial information privacy or health information privacy statutes in effect in any states in the United States; any state or federal consumer protection statutes; any federal or state data breach notification statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any statutory, regulatory or common law duty. “Released Claims” include, but are not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, court costs, expert costs, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Breach or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation that relate

to the Data Breach. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against MMC.

1.23 “Released Parties” means MMC and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their attorneys, vendors, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

1.24 “Settlement Administrator” means Kroll Settlement Administration, LLC, a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.25 “Settlement Class” means all persons whose Private Information may have been compromised as a result of the Data Breach, and to whom MMC sent or caused to be sent notice of the Data Breach, whether or not the addressee received that notice. The Settlement Class specifically excludes: (i) MMC, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

1.26 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.27 “Settlement Website” means the website described in ¶ 3.2.

1.28 “Settling Parties” means, collectively, MMC and Plaintiffs, individually and on behalf of the Settlement Class.

1.29 “Short Notice” means the content of the notice to the proposed Settlement Class Members to be sent by mail or email substantially in the form as shown in Exhibit A attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.30 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released

Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

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

1.31 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.32 “Valid Claims” means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

1.33 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

2. Settlement Benefits

2.1 Compensation for Ordinary and Extraordinary Losses.

2.1.1 Out-of-Pocket, Unreimbursed Expenses. All Settlement Class Members may submit a Settlement Claim for up to \$500 for reimbursement of unreimbursed out-of-pocket expenses the Settlement Class Member actually paid that were traceable to the Data Breach. Such out-of-pocket expenses would include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the Data Breach, through the date of Settlement Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The

claim must establish that 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. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, such losses and damages are not recoverable under the Settlement Agreement.

2.1.2 Compensable Lost Time. Settlement Class Members are also eligible to receive reimbursement for up to two (2) hours of lost time spent dealing with the Data Breach (calculated at the rate of \$25 per each hour spent). Settlement Claims for lost time not to exceed \$50 comprise part of the \$500 maximum for Out-of-Pocket reimbursements per paragraph 2.1.1. Settlement Claims for lost time are subject to proration if lost time claims exceed an aggregate classwide cap of \$200,000. Lost time claims shall require a detailed description of how and why the time was spent and on what dates after the Data Breach the time was spent. All other expenses claimed shall require proof as described below.

2.1.3 Claim Forms. Settlement Class Members seeking reimbursement under ¶ 2.1 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 180th day after the deadline for the commencement of notice to Settlement Class Members as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be personally signed under penalty of perjury and verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were actually incurred, not reimbursed from any source prior to the date of the claim, not reasonably avoidable by the claimant, and plausibly arose from the Data Breach. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

2.1.4 Aggregate Cap on Claims for Lost Time. MMC’s obligation to pay for reimbursement for lost time under this ¶ 2.1 will not, under any circumstance, exceed \$200,000.00 in the aggregate. If the total of valid time reimbursement claims exceeds \$200,000, each claim for lost time shall be reduced *pro rata*. Nothing in this Settlement Agreement shall be construed as requiring MMC to provide, and MMC shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source.

2.2 Credit Monitoring. Defendant will offer Settlement Class members two (2) years’ credit monitoring and identity theft protection services at no cost to Settlement Class Members. The services will include credit monitoring and at least \$1,000,000.00 in identity theft insurance. All Settlement Class Members will be eligible for two years of coverage from the date of timely activation of their enrollment code following final approval of the Settlement. Enrollment codes and the deadline for their activation will be sent to Settlement Class Members following the Effective Date. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two years; (ii) identity theft insurance of at least \$1 million (no deductible); and (iii) access to fraud resolution agents to help investigate and resolve identity thefts.

2.3 Settlement Due Diligence. The Settling Parties agree that all due diligence necessary to establish the appropriateness of the Settlement's terms has been completed prior to execution of this document.

2.4 Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, MMC, at its sole and separate expense, shall adopt, pay for, implement, and maintain the following business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) maintenance of a written information security program; (ii) employee training on data security policies and detecting/handling suspicious emails; (iii) implementation of appropriate firewall and segregation protocols; (iv) development of an appropriate protocol for deletion of records; and (v) maintenance of a policy for responding to data security events. Before the Final Fairness Hearing, MMC shall submit a certification confirming its compliance with these business practices changes.

2.5 Dispute Resolution for Claims.

2.5.1 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine as to each claim of a Settlement Class Member submitted under this Settlement whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed unreimbursed losses as a result of the Data Breach; and (iv) the losses could not reasonably have been avoided by the Settlement Class Member or reimbursed from insurance or other sources. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the Settlement Claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Settlement Administrator's initial review will be limited to a determination of whether the Settlement Claim is complete, meets the requirements of this Settlement, and is plausible. For any Settlement Claims that the Settlement Administrator determines to be implausible or insufficient to meet the requirements of this Settlement, the Settlement Administrator will submit those claims to the Settling Parties (one Plaintiffs' lawyer shall be designated to fill this role for all Plaintiffs). If all Settling Parties do not agree with the claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Settlement Claim is facially valid, the Settlement Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the Settlement Claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply;

however, in no event shall the deadline be extended to later than one-hundred-and-eighty (180) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a Settlement Claim is facially valid, then the Settlement Claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the claim, then the Settlement Administrator may reject the claim without any further action. If the Settlement Claim is rejected in whole or in part, for other reasons, then the claim shall be referred to the parties and, if necessary, the claims referee as specified in paragraph 2.5.1.

2.5.4 If any dispute is submitted to the claims referee, the claims referee may approve or overrule the Settlement Administrator's determination by making a ruling within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based solely on the terms of the Settlement, the written claim submitted, and the written submissions of the claimant, counsel for MMC, and Class Counsel. The claims referee shall have the power to approve a Settlement Claim in full or in part subject to the terms and limits specified in this Settlement. The claims referee's decision will be final and non-appealable so long as it does not violate an express monetary limitation in this Settlement. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the Settlement Claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.6 Uncashed Checks: All checks mailed to Settlement Class Members shall become void if not cashed or deposited by the payee within 120 days of the date the check is issued by the Settlement Administrator. The date of issue shall be shown on the check, along with a notation that the check is "void if not cashed or deposited within 120 days." Failure to negotiate a check within that period shall constitute a waiver of the right to receive the proceeds of the check, but the payee shall remain bound by this Settlement and all orders approving it. Funds from checks not negotiated within 120 days of issue shall, in accordance with Tennessee Rule of Civil Procedure 23.08, be paid to cy pres recipient The MMC Foundation, a 501(c)(3) charitable foundation based in Murfreesboro which awards annual scholarships to students advancing to higher education. The Foundation's Crystal Scholarship assists the children of MMC breast cancer patients in continuing their education beyond high school. The scholarship is named after Crystal Brown, an MMC Comprehensive Breast Center patient. The Foundation's Drs. David and Yolando Chatman Scholarship is awarded to a U.S. medical/osteopathic school student from the Murfreesboro region who is also a member of a minority group that is underrepresented in medicine. This award promotes the substantive interests of the members of the Settlement Class by ensuring continued access to care and the advanced medical training of medical students from

the region in specialties that address critical healthcare needs.

2.7 Returned Payments: For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to repay or resend a Settlement Payment. For clarification, checks returned as undeliverable a second time will be classified as uncashed checks pursuant to Section 2.6.

2.8 Settlement Expenses. MMC will pay the Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of disputed claim resolution described in ¶ 2.5.

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

3. Preliminary Approval and Notice of Fairness Hearing

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

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of J. Gerard Stranch of Stranch, Jennings, & Garvey, LLC as Lead Class Counsel;
- d) appointment of Danielle Perry of Mason, LLP, Philip Krzeski of Chestnut Cambronne, Christopher D. Jennings of Jennings, PLLC, Tyler Bean of Siri & Glimstad LLP, and Samantha E. Holbrook of Shub & Johns LLC as Additional Class Counsel;
- e) appointment of Plaintiffs as Class Representatives;
- f) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit A, attached

hereto.

- g) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- h) approval of the Claim Form to be available on the Settlement Website for submitting Settlement Claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- i) appointment of the Settlement Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

3.2 MMC shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to the Class Representatives, as approved by the Court, shall be paid by MMC as set forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Settlement Administrator in a manner that satisfies constitutional requirements and due process. The Settlement Administrator shall send the short form notice by email if the recipient's email address is available in MMC's records. The Settlement Administrator shall send the short form notice to all other recipients by mail, and any short form notice emails that are returned as undeliverable shall be resent by mail. Any mailed short form notices returned undeliverable shall be remailed by the Settlement Administrator if an updated mailing address can be identified through efforts deemed reasonable by the Settlement Administrator. The notice program shall be subject to approval by the Court as meeting the requirements of Tennessee Rule of Civil Procedure 23 and constitutional due process requirements. The Settlement Administrator shall establish a dedicated Settlement Website and shall maintain and update the Settlement Website throughout the claim period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. A toll-free help line with IVR options but also staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries. The Settlement Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request. Before the Final Fairness Hearing, Proposed Lead Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation with and agreement by the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval. The notice program shall commence within 30 days of the entry of the Preliminary Approval Order and shall be completed within 56 days of the entry of the Preliminary Approval Order. Defendant shall provide the email

addresses and physical addresses of Settlement Class Members within 10 days after entry of the Preliminary Approval Order.

3.3 Class Counsel and MMC's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually and personally sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which the notice program commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall receive no benefits under the Settlement and shall not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not timely request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., a copy of original notice of the Data Breach or a copy of the Short Form Notice of this Settlement addressed to said objector); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's personal signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, Rutherford County, Circuit Civil Court Clerk, 116 W. Lytle St., Room 106, Murfreesboro, TN 37130, and contain the case name and docket number, *Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/ Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (16th Judicial Cir. Ct., Rutherford Cty.), no later than sixty (60) days from the date on which notice program commences as provided in ¶ 3.2, and served concurrently therewith upon Lead Class Counsel, J. Gerard Stranch, IV, Stranch, Jennings, & Garvey, PLLC, The Freedom Center, 223 Rosa L. Parks Avenue, Suite 200, Nashville, Tennessee 37203, and counsel for MMC, Kimberly M. Ingram-Hogan, Bradley Arant Boult Cummings, LLP, 1221 Broadway, Suite 2400, Nashville,

TN 37203.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Tennessee Rules of Appellate Procedure and not through a collateral attack.

6. Releases

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, MMC shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, each of the named Plaintiffs who filed any of the suits consolidated in the Action, as well as Class Counsel and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses MMC may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, doctor-patient, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Subject to Court approval, Plaintiffs agree, on behalf of themselves and the Settlement Class Members, that this Agreement shall be the full and final disposition of: (i) the Action against MMC; and (ii) any and all Released Claims as against any and all Released Persons.

6.4 Upon final approval of the Settlement reflected in this Agreement, and as part of the entry of the Final Order and Judgment, Plaintiffs and Class Counsel shall take all steps necessary to effectuate dismissal of the Action in its entirety with prejudice.

6.5 In further consideration for the Settlement, and in order to effectuate it, each Plaintiff and each member of the Settlement Class shall, upon the Effective Date, be forever barred and enjoined from commencing, instituting, prosecuting, or participating in any fashion in any and all claims, causes of action, suits, or any other proceeding in any court of law or equity, arbitration

tribunal, or other forum of any kind, directly, representatively, derivatively, or in any other capacity and wherever filed, with respect to any Released Claims against any of the Released Persons; and (iii) shall be deemed to have agreed and covenanted not to sue any of the Released Persons with respect to any Released Claims or to assist any third party in commencing or maintaining any suit against any of the Released Parties related in any way to any Released Claims.

6.6 All Settlement Class Members and other Releasing Persons who do not opt out shall be bound by the releases set forth in this Section whether or not they submit a Settlement Claim for monetary benefits and whether or not they activate credit monitoring, identity theft protection, or any other benefit of this Settlement.

7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms of the settlement had been agreed upon. MMC and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Class Counsel shall apply for attorneys' fees, inclusive of any costs and expenses of the Litigation, subject to Court approval, in an amount not to exceed the total aggregate amount of \$350,000.00, and shall not accept any award in excess of that amount. In no event shall MMC be liable for any attorneys' fees in excess of that aggregate amount. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel.

7.3 Subject to Court approval, Class Representatives have each agreed that they will request a service award not to exceed the amount of \$3,000 to each named Plaintiff (for a total aggregate payment of \$24,000). In no event shall MMC be liable for any service award in excess of that aggregate amount.

7.4 If awarded by the Court, MMC shall pay to Lead Class Counsel the attorneys' fees, costs, expenses, and service awards to Lead Class Counsel, up to the limits set forth above in ¶¶ 7.2 and 7.3, within thirty (30) days after the Effective Date. Lead Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service awards to Class Counsel and Plaintiffs consistent with ¶¶ 7.2 and 7.3. The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap in ¶ 2.1.4.

7.5 Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims

8.1 The Settlement Administrator shall administer and calculate the Settlement Claims submitted by Settlement Class Members under ¶¶ 2.1 and 2.2. Class Counsel and MMC shall be given reports as to both Settlement Claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve Claims Administration issues. The Settlement Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All Settlement Claims agreed to be paid in full by MMC shall be deemed a Valid Claim. All Valid Claims shall be and remain subject to the express monetary limits set forth in this Settlement.

8.2 Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the last timely Settlement Claim is approved or adjudicated, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a Settlement Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Settlement Administrator, claims referee, MMC, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or MMC's counsel based on distributions of benefits to Settlement Class Members.

8.5 Information submitted by Settlement Class Members in connection with submitted Settlement Claims under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, claims referee, Class Counsel, and counsel for MMC.

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

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

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.11.

9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 9.5 unless Class Counsel and counsel for MMC mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to MMC's counsel a complete list of all timely and valid requests for

exclusion (“Opt-Out List”).

9.4 MMC shall have the right (but not the obligation) to terminate the settlement if the number of requests for exclusion contained in the Opt-Out List exceeds 500. MMC has seven (7) days from receipt of the Opt-Out list to send notice by electronic mail to Lead Class Counsel of the termination of the settlement under this Section 9.4.

9.5 In the event that the releases set forth in Section 6 above or any other aspects of this Settlement Agreement are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party’s counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, MMC shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous

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

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence

of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between MMC and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between MMC and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between MMC and Plaintiffs. Any agreements reached between MMC, Plaintiffs, and any third party, are expressly excluded from this provision.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class. Each counsel or other Person executing this Agreement on behalf of any Party hereto expressly warrants and represents that (a) such Person has the full authority to execute this Agreement on behalf of the Party for whom such Person is executing the Agreement (including on behalf of such Person's client, to the extent the Person signing this Agreement is an attorney); (b) such Person is acting upon that person's own respective independent judgment and upon the advice of its respective counsel, and not in reliance upon any representation, warranty, or covenant, express or implied, of any nature or kind by any other Person other than the representations, warranties and covenants contained and memorialized in this Agreement; and (c) any representation, warranty or covenant, express or implied, of any nature or kind that is not contained in this Agreement is immaterial to the decision to enter into this Agreement. The undersigned Class Counsel represent and warrant that they are authorized to execute this Agreement on behalf of both Plaintiffs and the Settlement Class.

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

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

10.9 The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

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

10.12 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void one-hundred-and-twenty (120) days after issuance and shall bear language to that effect. If a check becomes void, the Settlement Class Member's right to receive monetary relief shall be extinguished, and MMC shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶ 2.1 or any other type of monetary relief. Requests for re-issuance shall not be honored after such checks become void.

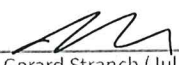
10.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

10.14 Plaintiffs represent and warrant that they: (a) have entered into and executed this Agreement voluntarily and without duress or undue influence, and with and upon the advice of counsel, selected by them; (b) have agreed to serve as representatives of the Settlement Class; (c) are willing, able, and ready to perform all of the duties and obligations of representatives of the Settlement Class; (d) have read the Operative Complaint filed in the Action, or have had the contents of the pleading described to them by Class Counsel; (e) are familiar with the results of the fact-finding and discovery undertaken by Class Counsel; (f) have been kept apprised of the progress of the Action and the settlement negotiations between the Parties, and have either read this Agreement (including the exhibits annexed hereto) or have received a detailed description of it from Class Counsel and they have agreed to its terms; (g) have consulted with Class Counsel about the Action, this Agreement and the duties and obligations imposed on representatives of the Settlement Class; (h) have authorized Class Counsel to execute this Agreement on their behalf; and (i) will remain and serve as the representatives of the Settlement Class until the terms of the Agreement are effectuated, this Agreement is terminated in accordance with its terms, or the Court at any time determines that they can no longer serve in a representative capacity on behalf of the Settlement Class.

10.15 Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are personally asserting in this Action and releasing under this Agreement, including all Released Claims. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Action or to the Released Claims, and that they are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Action, the Released Claims, or in any benefits, proceeds or values under the Action or the Released Claims on their behalf. Plaintiffs further represent and warrant that they will indemnify, defend and hold all other Parties harmless as a result of any assignment of such right, and enter into this Settlement without coercion of any kind.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

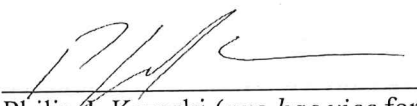

Gerard Stranch (Jul 11, 2025 09:02 CDT) 11/07/2025

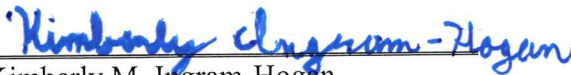
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Samantha Holbrook (Jul 11, 2025 10:03 EDT) 11/07/2025

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Counsel for Defendant

Chris Jennings

Chris Jennings (Jul 11, 2025 09:31 CDT)

11/07/2025

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11/07/2025

Tyler J. Bean
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EXHIBIT A

Sherri Krenk, et al v. MMC Settlement
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

LEGAL NOTICE

A Tennessee Court authorized this Short Notice.

If you received notice from MMC in 2023 that your information may have been accessed by third party hackers who gained access to MMC's computer systems in a ransomware attack, your rights may be affected by a class action settlement.

Under the proposed class action settlement, you may be eligible to submit a sworn Settlement Claim for certain documented out-of-pocket expenses and time you spent addressing the Data Breach, and you may be eligible for certain credit monitoring and identity theft protection services.

This Short Notice is a summary only. Please visit the Settlement Website or call the number below for further important information about the Settlement.

[SETTLEMENT WEBSITE AND PHONE #]

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover
barcode**

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

What is this about? You have been sent this Short Notice because the Circuit Court of Rutherford County, Tennessee, has preliminarily approved a class Settlement. The Settlement Class includes all people who were sent notice by MMC in or about May 2023 that their information may have been accessed by third-party criminal hackers who committed a criminal ransomware attack on MMC computer systems. Sherri Krenk and others filed lawsuits against MMC regarding that Data Breach, and a class Settlement of those lawsuits has now been proposed.

What is the Litigation about? Plaintiffs allege that MMC's negligence and breach of certain statutory and common law duties allowed certain third-party criminals to illegally gain access to certain personally identifiable Private Information of its patients, employees and other in a ransomware attack discovered by MMC in 2023. MMC denies liability for the criminal acts of these third parties and has worked with the FBI and other law enforcement authorities in seeking to hold the criminals accountable. Nevertheless, it has agreed to this Settlement in order to avoid the costs and uncertainties of further litigation. The Settlement is not an admission by either side. The Court has not decided who is right.

What does the Settlement provide? In exchange for a release of all claims relating to the facts and events made the basis of the lawsuit, the Settlement allows Settlement Class Members who submit a valid and timely sworn Settlement Claim by **[DATE]** to receive reimbursement of documented out-of-pocket expenses they actually incurred responding to the Data Breach, up to a maximum of \$500, plus up to \$50 in lost time incurred responding to the Data Breach, subject to proration if lost time claims exceed an aggregate classwide cap of \$200,000. Settlement Class Members are also eligible to receive certain identity theft protection and credit monitoring services. In addition, if approved by the Court, MMC will pay attorneys' fees and expenses to Class Counsel of up to \$350,000, and service award of up to \$3,000 for each of the named Plaintiffs. Sherri Krenk, Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, and Donna Scott. Full details of the release and requirements for submitting a Settlement Claim may be found at www.xxxxxx.com.

When will the Court decide whether to approve the Settlement? The Court will decide whether to approve the Settlement at the Final Fairness Hearing on **[DATE]** at **[TIME]**. You do not need to attend. However, you have the right to attend if you wish, or you may hire an attorney to appear for you at your own expense, but you are not required to attend or hire an attorney.

What Are My Options?

Submit a Claim Form: If you submit a timely and Valid Claim and otherwise qualify, you will receive the benefits for which you qualify under the Settlement. See the Long Notice at www.xxxxxx.com for details on how to submit a Claim Form. The deadline to submit a Settlement Claim is **[DATE]**.

Do Nothing: You will be in the Settlement Class and you will be bound by the Settlement and you will release the Released Claims as defined in the Settlement available at www.xxxxxx.com. You will not receive a Settlement benefit if you do not submit a Settlement Claim.

Object to the Settlement: You can file a written objection to the Settlement by **[DATE]**. See the Long Notice at www.xxxxxx.com for details on how to file an objection or comment on the Settlement.

Exclude Yourself: You can opt-out by submitting your request to be excluded from the Settlement by **[DATE]**. You will no longer be a member of the Settlement Class and will receive no benefits under the Settlement, but will retain any claims you may have against MMC. Further details for requesting exclusion are contained on the Settlement Website at www.xxxxxx.com.

THIS IS ONLY A SUMMARY OF THE SETTLEMENT. PLEASE VISIT WWW.XXXXXX.COM FOR MORE DETAILS REGARDING THE PROPOSED SETTLEMENT AND YOUR OPTIONS WITH RESPECT TO IT.

Postage
Required

Sherri Krenk, et al v. MMC Settlement
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side

DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.

Street Address: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

EXHIBIT B

**IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE
FOR THE SIXTEENTH JUDICIAL DISTRICT**

Sherri Krenk,

*On behalf of herself and all others
similarly situated,*

Plaintiff,

v.

**Murfreesboro Medical Clinic and
SurgiCenter and Murfreesboro Medical
Clinic, P.A.,**

Defendant.

CASE NO. 75CCI-2023-CV-81005

NO HEARING REQUESTED

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A Tennessee Court authorized this Long Notice. This is not an advertisement.

IMPORTANT INFORMATION – READ CAREFULLY

A Settlement has been proposed in class action litigation against Murfreesboro Medical Clinic, P.A. (“MMC”). This class action alleges that in April 2023, MMC was the subject of a ransomware attack data breach (“the Data Breach”), resulting in third-party criminals gaining access to certain private information and certain personally identifiable health information of some of MMC’s patients and employees. MMC promptly notified potentially affected patients of the event and offered them certain credit monitoring and identity theft protection free of charge for a period of time. Plaintiffs Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk (“Plaintiffs”) thereafter filed this and other lawsuits, all of which were eventually consolidated, alleging that MMC’s negligence and breach of other statutory and common law duties contributed to the circumstances that allowed the third-party criminals to compromise its computer systems and patient data. MMC denies all the allegations made in the lawsuits, denies any wrongdoing whatsoever, and maintains that its practices were in all respects lawful and proper, and that it was merely a victim of the criminal acts

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

of third parties. However, MMC has agreed to this settlement in order to avoid the costs and burdens of further litigation.

You are included in this Settlement, and your rights may be affected by this Settlement if you are a Settlement Class Member. The Settlement Class Members are all persons whose Private Information may have been compromised as a result of the Data Breach that MMC discovered in or about April 2023, and to whom MMC sent or caused to be sent notice of the Data Breach, whether or not the addressee received that notice. The Settlement Class specifically excludes: (i) MMC, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

This Long Notice summarizes the proposed Settlement and your legal rights. For the precise terms of the Settlement, see the Settlement Agreement available at www.xxxxxxxxxx.com.

Under the Settlement, MMC has agreed to provide certain monetary relief, further described below.

The Settlement allows each Settlement Class Member to file a personally signed and verified claim in order to qualify for the benefits offered by the Settlement, which include potential reimbursement for certain documented out-of-pocket expenses resulting from the Data Breach event; the opportunity to receive additional credit monitoring and identity theft protection; and the opportunity to receive reimbursement for certain time spent addressing the Data Breach. In addition, the Settlement provides that MMC will separately pay attorneys' fees and expenses to Class Counsel of up to \$350,000 and will separately pay a service award to each Class Representative of up to \$3,000 (for a total aggregate payment of \$24,000). In exchange for the benefits the Settlement provides, Settlement Class Members will release any and all claims they may have (whether known or unknown) regarding the Data Breach event, as further explained in Question 20 below.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve all claims that were or could have been asserted as a result of MMC's Data Breach event and will resolve each and all of the following lawsuits filed on behalf of various members of the Settlement Class: *Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter*, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.), filed May 18, 2023; *Pamela Taylor, individually, and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A.*, Case No. 2023-CV-81191 (Rutherford Cir. Ct.), filed July 10, 2023; *Alisha Holmes, individually, and on behalf of all others similarly situated v. Murfreesboro Medical Clinic and Surgicenter and Murfreesboro Medical Clinic, P.A.*, Case No. 23-CV-1323 (Ruth. Chanc. Ct.), filed July 10, 2023; *Thomas Stoquert, III, and Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert,*

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individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic, P.A. d/b/a Murfreesboro Medical Clinic & SurgiCenter, Case No. 81186 (Ruth. Cir. Ct.), filed July 11, 2023; *Genna Holder, individually & on behalf of two minor children, individually, and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A., et al.*, Case No. 75CC1-2023-CV-81208 (Ruth. Cir. Ct.), filed July 13, 2023; and *Donna Scott, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic, P.A.*, Case No. 75CC1-2023-CV-81296 (Ruth. Cir. Ct.), filed on August 3, 2023.

The class action settlement approval process may take several months, or more if there is an appeal. Benefits will not be paid unless and until this process is completed and final court approval is obtained. Please be patient.

Please Read This Long Notice Carefully

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
FILE A CLAIM FOR COMPENSATION	You may file a personally signed Claim Form in order to receive reimbursement for certain documented out-of-pocket expenses or lost time, and/or additional identity theft protection and credit monitoring. Filing a Claim Form is the only way to receive a payment from this Settlement. For detailed information about how to file a Claim Form, <i>see</i> Question 16.	Claims Deadline: _____, 2025
EXCLUDE YOURSELF FROM THIS SETTLEMENT	You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement by sending a personally signed written request for exclusion. If the Settlement becomes Final, this is the only option that allows you to retain your rights to individually sue for claims relating to the allegations in the complaint. You will not receive a payment from the Settlement if you exclude yourself. For detailed information about excluding yourself from the Settlement, <i>see</i> Question 27.	Opt-Out Deadline: _____, 2025

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Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to the Settlement by writing to the Court about why you don't think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. For detailed information about how to object to or comment on the Settlement, <i>see</i> Question 21.	Objection Deadline: _____, 2025
GO TO THE FINAL APPROVAL HEARING	You may, but are not required to, attend the Final Fairness Hearing in the Rutherford County Circuit Court, where the Court will hear any oral arguments concerning the approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must state your intention to do so in your written objection or comment. For detailed information about attending the Final Fairness Hearing, <i>see</i> Question 25.	Date of Final Fairness Hearing: _____, 2025
DO NOTHING	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement but will give up the right to sue, continue to sue, or be part of another suit against MMC related to the legal claims resolved by this Settlement.	No Deadline

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

WHAT THIS NOTICE CONTAINS

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IX. EXCLUDING YOURSELF FROM THE SETTLEMENT

27. How do I exclude myself from the Settlement?

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Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

28. If I do not exclude myself, can I sue MMC for the same thing later?

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X. DOING NOTHING

30. What happens if I do nothing?

XI. GETTING MORE INFORMATION

31. How do I get more information?

I. BACKGROUND INFORMATION

1. Why is there a notice?

A Court authorized this Long Notice because you have a right to know how the proposed Settlement may affect your rights. This Long Notice explains the nature of the litigation, the general terms of the proposed Settlement, and what it may mean to you. This Long Notice also explains the ways you may participate in, or exclude yourself from, the Settlement or get more information about the Settlement.

2. What is this Litigation about?

The Complaint in this case alleges that MMC discovered in or about April 2023 that MMC's computer systems and electronic data systems were the subject of a ransomware attack by third party criminals, during which the third-party criminals gained access to certain private information and personally identifiable health information of certain of MMC's patients and employees. MMC promptly notified all potentially affected persons of the event and offered them certain identity theft protection and credit monitoring services free of charge for a certain period of time. These lawsuits allege that MMC's negligence and breach of other statutory and common law duties contributed to the third-party criminals gaining access to the systems that housed the data of Settlement Class Members. MMC denies all such allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the Settlement. No court or other entity has made any findings that MMC was negligent or that any law or duty has been violated by MMC.

The various complaints filed in this Litigation, were consolidated in *Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter*, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.), describe the specific legal claims alleged by Plaintiffs and the relief sought, and are available on the Settlement Website, at www.xxxxxxxx.com. You can also find a copy of the Court's orders regarding this Settlement at www.xxxxxxxx.com.

3. Who is the defendant in the lawsuit?

The defendant is Murfreesboro Medical Clinic, P.A., a physician-owned ambulatory clinic with its principal place of business in Murfreesboro, Tennessee.

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4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have interacted with the defendant in the same or a similar way. Here, named Plaintiffs and Class Representatives Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk filed this Litigation on behalf of all persons who were sent notice by MMC that their information may have been accessed in the ransomware attack MMC experienced in April 2023.

Even if you have not filed your own lawsuit against MMC regarding the allegations described in this notice, if you are a Settlement Class Member, this Settlement still affects you because the Settlement applies to all Settlement Class Members.

5. Why is there a Settlement?

The Court has not decided whether MMC did anything wrong at all and has not decided in favor of either the Class or MMC on the ultimate merits of any of Plaintiffs' claims. Instead, both sides agreed to a Settlement. Settlements avoid the costs, burdens, delay and uncertainty of a trial and appeals while providing agreed benefits to Settlement Class Members when the Settlement becomes final. Class Representatives and the attorneys for the Settlement Class ("Class Counsel," identified in Question 9 below), believe that the Settlement is in the best interests of the Settlement Class and Settlement Class Members.

6. Who and what is the Settlement Administrator?

The Court has appointed Kroll Settlement Administration, LLC ("Kroll") as the Settlement Administrator. The Settlement Administrator's role is to effectuate the Court-approved class notice program, receive, validate, and facilitate payment of the Settlement Class Members' Valid Claims, and generally administer the Settlement as provided in the Settlement Agreement.

II. CLASS MEMBERSHIP

7. Who is in the Settlement?

You are part of the Settlement if you are in the Settlement Class. The Court decided that, if the Settlement is approved, the Settlement Class will include **"all persons whose Private Information may have been compromised as a result of the Data Breach that MMC discovered in or about April 2023, and to whom MMC sent or caused to be sent notice of the Data Breach, whether or not the addressee received that notice."**

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Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

8. Are there exceptions to being included?

Yes. The Settlement Class specifically excludes: (i) MMC, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

III. THE LAWYERS FOR SETTLEMENT CLASS MEMBERS

9. Do I have a lawyer in the case?

If you are a Settlement Class Member, you have lawyers for purposes of pursuing approval of the Settlement and having it enforced if it is approved. The Court appointed the following persons and firms as “Class Counsel” to represent the Settlement Class as a whole in connection with the proposed Settlement: J. Gerard Stranch IV of Stranch, Jennings, & Garvey, LLC (Lead Class Counsel); Danielle Perry of Mason, LLP; Philip Krzeski of Chestnut Cambronne; Christopher D. Jennings of Jennings, PLLC; Tyler Bean of Siri & Glimstad LLP; and Samantha E. Holbrook of Shub & Johns LLC (Additional Class Counsel). If you want to be represented by your own lawyer, for purposes of objecting to the settlement or otherwise, you may hire one at your own expense if you choose to do so.

10. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and expenses not to exceed three hundred fifty thousand dollars (\$350,000). Any amount the Court awards in attorneys’ fees and expenses shall not exceed \$350,000 and shall be paid by MMC separately from any payment to Settlement Class Members.

Class Counsel will also ask the Court to approve a service award of \$3,000 each for the named Plaintiffs who filed these consolidated lawsuits on behalf of the Settlement Class, as an award for their service to the Settlement Class in obtaining this Settlement.

Class Counsel’s application for attorneys’ fees, expenses, and service awards will be made available on the Settlement Website at www.xxxxxxxx.com fifteen (15) days before the deadline for you to comment on or object to the Settlement or exclude yourself from it.

The Court will decide whether to award attorneys’ fees and expenses and service awards in those amounts or in lesser amounts. Any attorneys’ fees, expenses, or service awards approved by the Court will be paid by MMC separately from any payments to Settlement Class Members.

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Questions? Go to www.xxxxxxxx.com or call (XXX) XXX-XXXX.**

IV. BENEFITS FOR SETTLEMENT CLASS MEMBERS

11. What benefits does the Settlement provide?

Out-of-Pocket, Unreimbursed Expenses. All Settlement Class Members may submit a claim for up to \$500 for reimbursement of unreimbursed out-of-pocket expenses the Settlement Class Member actually paid that were traceable to the Data Breach. Such out-of-pocket expenses would include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The claim must establish that 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. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, such losses and damages are not recoverable under the Settlement Agreement.

Compensable Lost Time. Settlement Class Members are also eligible to receive reimbursement for up to two (2) hours of lost time spent dealing with the Data Breach (calculated at the rate of \$25 per each hour spent). Claims for lost time not to exceed \$50 comprise part of the \$500 maximum for out-of-pocket reimbursements per the above paragraph. Settlement Claims for lost time are subject to proration if lost time claims exceed an aggregate classwide cap of \$200,000. Lost time claims shall require a detailed description of how and why the time was spent and on what dates after the Data Breach the time was spent. All other expenses claimed shall require proof as described below.

Claim Forms. Settlement Class Members seeking reimbursement of either type described in the two paragraphs above must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before [_____]. The Claim Form must be personally signed under penalty of perjury and verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were actually incurred, not reimbursed from any source prior to the date of the Settlement Claim, not reasonably avoidable by the claimant, and plausibly arose from the Data Breach. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation. See Question 16 below for further information on filing a claim.

Credit Monitoring. Defendant will offer Settlement Class members two (2) years' credit

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monitoring and identity theft protection services at no cost to Class Members. The services will include credit monitoring and at least \$1,000,000 in identity theft insurance. All Settlement Class Members will be eligible for two (2) years of coverage from the date of timely activation of their enrollment code following final approval of the Settlement. Enrollment codes and the deadline for their activation will be sent to class members following the Effective Date. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two (2) years; (ii) identity theft insurance of at least \$1 million (no deductible); and (iii) access to fraud resolution agents to help investigate and resolve identity thefts.

Business Practices Changes. The Settling Parties agree that as part of the Settlement consideration, MMC, at its sole and separate expense, shall adopt, pay for, implement, and maintain the following business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) maintenance of a written information security program; (ii) employee training on data security policies and detecting/handling suspicious emails; (iii) implementation of appropriate firewall and segregation protocols; (iv) development of an appropriate protocol for deletion of records; and (v) maintenance of a policy for responding to data security events. Before the final fairness hearing, MMC shall submit a certification confirming its compliance with these business practices changes.

12. How were the Settlement benefits determined?

Counsel for the parties exchanged significant information about the Data Breach, the relief made available to affected persons by MMC voluntarily before any suit was filed, and the number of persons whose data was housed in the files to which the third-party criminals gained access, then worked with an independent mediator to try to resolve this case. Ultimately, with the assistance and concurrence of the independent mediator, all parties concluded and agreed that this Settlement and the Settlement benefits offered to Settlement Class Members were in all respects fair, reasonable, and adequate for all Settlement Class Members. The Court has preliminarily agreed, subject to considering any comments or objections from Settlement Class Members.

13. How will Valid Claims for monetary reimbursement be paid?

Settlement Class Members who submit a Valid Claim will receive a check for the monetary benefits to which they are entitled.

If any checks remain uncashed 120 days after their issue date, the checks will become void, the amount of those uncashed checks will be donated to The MMC Foundation and the payee will be deemed to have waived his or her right to receive the amount of the check but will still be bound by the Settlement and will still have released MMC from the Released Claims.

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Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

14. When will settlement benefits be paid?

The Court holds the Final Fairness Hearing on _____, thereafter grants final approval to the Settlement, and all rights of appeal are exhausted. If there is no appeal, payment of Settlement Benefits is likely to be completed during or before the _____ quarter of 202_. If there is an appeal, no payment will be due until the appeal is over, and then only if approval of the Settlement is upheld on appeal.

15. Will all Settlement Class Members who file Settlement Claims receive the same amount?

No. Each Settlement Class Member who submits a timely and Valid Claim for compensation will be paid based on the amount of out-of-pocket expenses and lost time he or she properly documents in the claim submission, subject the terms and limitations set forth in the Settlement. Each Settlement Class Member is entitled to submit only one Settlement Claim.

V. HOW TO FILE A CLAIM

16. How do I file a Settlement Claim for compensation?

Claim Forms. Settlement Class Members seeking reimbursement of either type described in the two paragraphs above must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before [_____]. The Claim Form must be personally signed under penalty of perjury and verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were actually incurred, not reimbursed from any source prior to the date of the claim, not reasonably avoidable by the claimant, and plausibly arose from the Data Breach. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

The Claims Deadline is _____ (this is the postmark deadline for mailed claims and the electronic submission deadline for claims submitted online). Mailed Claim Forms should be sent to: [_____}. Alternatively, claims can be submitted electronically by emailing them to: [_____}.

17. Can I submit multiple Settlement Claims?

No. Each Settlement Class Member may submit only one Claim Form.

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Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

18. What happens if my Settlement Claim is not accepted?

The Settlement Administrator may reject Claim Forms that are duplicates of another claim, are reasonably suspected to be fraudulent, are submitted after the deadline, or do not contain all required information and a personal signature. The Settlement Administrator may also reject Claim Forms submitted by individuals it reasonably determines are not members of the Settlement Class. Before rejecting a claim, the Settlement Administrator may notify the claimant to give the claimant an opportunity to correct any deficiency.

19. When and how will I receive the benefits I claim from the Settlement?

If, after you submit a Claim Form, you change your mailing address, email address, or the electronic payment information provided on your Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so by contacting the Settlement Administrator using the contact information in Question 31.

VI. LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

20. What rights am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will stay in the Settlement Class and you will therefore be giving up what are called “Released Claims” against the “Released Parties” as these terms are fully defined in Paragraph 1.23 and Paragraph 1.24 of the Settlement Agreement, which is available at www.xxxxxxxxxx.com. This means, among other things, that you are giving up the right to claim compensation from MMC (or any other parties defined as Released Parties in the Settlement Agreement) for any claims that were or could have been raised in any of these lawsuits relating to the Data Breach or for any other claims that relate in whole or in part to or arise in whole or in part from the Data Breach. The Persons you are releasing include MMC, its physicians, officers, directors, members, vendors, insurers, agents, employees, insurers, and representatives, among others.

All the decisions by the Court will bind you unless you exclude yourself from the Settlement (see Questions 27 and 28).

Again, Paragraph 1.23 and Paragraph 1.24 of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement and the parties who will be released. You can access the Settlement Agreement and read the details of the legal claims being released at www.xxxxxxxxxxxxxxxxxx.com. If you have any questions about what this means, you can contact Class Counsel or the Settlement Administrator (see Questions 9 and 31).

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

VII. OBJECTING TO THE SETTLEMENT

21. If I don't like the Settlement, how do I tell the Court?

If you do not exclude yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can object to any aspect of the Settlement, to Class Counsel's request for attorneys' fees and expenses, to the certification of the Settlement Class, to the request for service awards, or anything else about this case.

Objecting to the Settlement means asking the Court to deny approval to the Settlement. The Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, MMC will not be required to comply with the terms of the Settlement Agreement, no Settlement payments will be sent out, and the Litigation will continue. If that is what you want to happen, you may object.

Any objection to the proposed settlement must be submitted in writing and must state: (i) the case name and docket number, *Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/ Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (16th Judicial Cir. Ct., Rutherford Cty.); (ii) the objector's full name, address, telephone number, and email address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., a copy of original notice of the Data Breach or a copy of the Short Notice of this Settlement addressed to said objector); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (vi) the identity of any and all counsel representing the objector in connection with the objection; (vii) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and (viii) the objector's personal signature and, if the objector is represented by counsel, the signature of the objector's duly authorized attorney. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, Rutherford County, Circuit Civil Court Clerk, 116 W. Lytle St., Room 106, Murfreesboro, TN 37130, in *Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/ Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (16th Judicial Cir. Ct., Rutherford Cty.), no later than sixty (60) days from the date on which notice program commences as provided in ¶ 3.2, and served concurrently therewith upon lead Class Counsel, J. Gerard Stranch, IV, Stranch, Jennings, & Garvey, PLLC, The Freedom Center, 223 Rosa L. Parks Avenue, Suite 200, Nashville, Tennessee 37203, and counsel for MMC, Kimberly M. Ingram-Hogan, Bradley Arant Boult Cummings, LLP, 1221 Broadway, Suite 2400, Nashville, TN 37203.

OBJECTIONS ARE WAIVED IF NOT POSTMARKED ON OR BEFORE _____, 2025.

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Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

22. What is the difference between objecting and excluding myself?

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give final approval of the Settlement. An objection, like a comment, allows your views to be heard in Court. If you submit an objection, you will still be bound by the Settlement if the Court overrules your objection.

Excluding yourself from the Settlement means that you are no longer a Settlement Class Member and don't want the Settlement (including monetary payments) to apply to you. Once you are excluded, you lose any right to object to any aspect of the Settlement because the case no longer affects you.

23. Do I need to attend the Final Fairness Hearing if I file an objection?

If you file a timely written objection, you may (but are not required to) appear at the Final Fairness Hearing, either in person or through your own attorney, as long as you state in your objection that you intend to appear at the hearing. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

VIII. FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing at _____ on _____ in Courtroom _____ of the Rutherford County Judicial Center, 116 W. Lytle St., Murfreesboro, Tennessee 37130. The hearing may be postponed to a different date or time or location without notice except on the court's docket and the Settlement Website. The hearing may be scheduled to occur telephonically or by videoconference. Please check www.xxxxxxxx.com for any updates about the Settlement or the Final Fairness Hearing. If the date, time, or format, of the Final Fairness Hearing changes, an update to the Settlement Website or the Court's docket is the only way you will be informed of the change.

At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (see Question 26). The Court may also consider Class Counsel's application for attorneys' fees, expenses, and for each Class Representative's Service Award. At or after the hearing, the Court will decide whether to approve the Settlement and whether to approve Class Counsel's application for attorneys' fees, expenses, and each Class Representative's Service Award.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxx.com or call (XXX) XXX-XXXX.**

25. Do I have to come to the hearing?

No, you do not need to attend. You may attend at your own expense, if you wish, but you do not have to. If you submit a written objection, the Court will consider it even if you do not come to the hearing. If you want to speak at the hearing, you must say so in your objection. You may also pay your own lawyer to attend the hearing, but it is not required that you hire your own lawyer.

26. May I speak at the hearing?

At the hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement and whether it should be approved.

As described more fully above in response to Question 24, you are eligible to speak at the Final Fairness Hearing if you (a) have mailed your written comment or objection to the Court on or before the postmark deadline, and (b) stated in your comment or objection that you intend to appear at the Final Fairness Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IX. EXCLUDING YOURSELF FROM THE SETTLEMENT

27. How do I exclude myself from the Settlement?

If you want to keep the right to sue or continue to sue MMC or the other released entities (see Question 21) based on claims this Settlement resolves, you must exclude yourself from the Settlement Class (sometimes called “opting out”).

To exclude yourself from the Settlement, you must mail a request for exclusion to the Settlement Administrator. The request for exclusion must include:

- a. The name and case number of this lawsuit (*Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter*, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.));
- b. Your full name and mailing address, email address, and telephone number;
- c. A clear statement that you want to be excluded from the Settlement; and
- d. Your handwritten or electronically imaged written (e.g., “DocuSign”) signature. An attorney’s signature, or a typed signature, is not sufficient.

You must mail your request for exclusion, postmarked no later than _____, **2025**, to:
[INSERT]

You cannot exclude yourself by mailing a notification to any other location or after the deadline of _____, **2025**. You cannot exclude yourself by telephone or by email. Your

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

28. If I do not exclude myself, can I sue MMC for the same thing later?

29. If I exclude myself, am I still represented by Class Counsel?

X. DOING NOTHING

30. What happens if I do nothing?

XI. GETTING MORE INFORMATION

31. How do I get more information or update my address?

All of the case documents that have been filed publicly in this case are also available online through the Court's Online Court Records System at <https://rutherford.tnctinfo.com>. This case is called ***Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.)***. You may obtain case documents by visiting the office of the Clerk of the Court for Rutherford County, Circuit Civil Court Clerk, 116 W. Lytle St., Room 106, Murfreesboro, TN 37130 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

You can also get additional information, update your address, or request a copy of the Settlement Agreement by calling toll free (XXX) XXX-XXXX, writing to the Settlement Administrator at wwwxxxxxxxxxxxxx.com, OR by mail to _____.

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

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.xxxxxxxxxx.com or call (XXX) XXX-XXXX.**

EXHIBIT C

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Your claim must be
submitted online or
postmarked by:

<<Claims
Deadline>>

CLAIM FORM FOR KRENK ET AL DATA BREACH

*Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/
Murfreesboro Medical Clinic & Surgicenter*
Case No.: 75CC1-2023-CV-81005
16th Judicial Circuit Court, Rutherford County, Tennessee

MMC-C

GENERAL INSTRUCTIONS

If you received Notice of this settlement, the Claims Administrator identified you as a Settlement Class Member who was notified by Murfreesboro Medical Clinic, P.A. dba Murfreesboro Medical Clinic & Surgicenter (“MMC”) that MMC experienced a “sophisticated criminal cyber-attack” to its information technology computer network systems during which the personally identifiable information (“PII”) and protected health information (“PHI”) (together, “Private Information”) of Plaintiffs and Settlement Class Members may have been compromised (the “Data Breach”). You may submit a claim for settlement benefits, outlined below. Please refer to the Long Notice posted on the Settlement Website www.xxxxxxxxxxxxxxxxxxxxxx.com, for more information on submitting a Claim Form.

If you wish to receive credit monitoring, or seek compensation for out-of-pocket ordinary losses or lost time spent dealing with the Data Breach, you must submit the Claim Form below by <<Claims Deadline>>.

This Claim Form may be submitted electronically *via* the Settlement Website at www.xxxxxxxxxxxxxxxxxxxxxx.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Krenk et al Data Breach Settlement
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

You may submit a claim for the following benefits:

- 1) **Compensation for Out-of-Pocket, Unreimbursed Expenses:** All Settlement Class Members may submit a claim for up to \$500 for reimbursement of unreimbursed out-of-pocket ordinary losses as a result of the Data Breach purchased between the date of the Data Breach and <<Claims Deadline>>; Settlement Class Members submitting claims for out-of-pocket losses must submit documentation supporting their claims and an attestation under penalty of perjury, which is part of this Claim Form.
- 2) **Compensable Lost Time:** Settlement Class Members with time spent remedying issues related to the Data Breach may receive reimbursement of \$25 per hour up to two hours (for a total of \$50 as part of the \$500 maximum for out-of-pocket reimbursements and lost time) with an attestation under penalty of perjury, including a brief description of the action(s) taken in response to the Data Breach, but no documentation is required. If the total of Valid Claims for compensable lost time exceeds \$200,000, each claim shall be reduced *pro rata* (decreased based on number of Valid Claims).
- 3) **Credit Monitoring:** In addition to the benefits above, Defendant will offer Settlement Class Members two (2) years’ credit monitoring and identity theft protection services from Experian, including at least \$1,000,000 in identity theft insurance, at no cost to you. You must submit a timely and valid Claim Form to receive this benefit.

Questions? Go to www.xxxxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Page 1 of 5

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Your claim must be
submitted online or
postmarked by:

<<Claims

Deadline>>

CLAIM FORM FOR KRENK ET AL DATA BREACH

*Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/
Murfreesboro Medical Clinic & Surgicenter*

Case No.: 75CC1-2023-CV-81005

16th Judicial Circuit Court, Rutherford County, Tennessee

MMC-C

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address (optional): _____ @ _____

Telephone Number: (_____) _____ - _____

II. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐ Check this box to certify that you were notified by MMC in 2023 that your Personal Information may have been impacted as a result of the Data Breach.

Enter the Settlement Class Member ID Number provided on the Short Notice you received in the mail about this Settlement:

Settlement Class Member ID : 0 0 0 0 0 _____

Questions? Go to www.xxxxxxxxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Your claim must be
submitted online or
postmarked by:

<<Claims
Deadline>>

CLAIM FORM FOR KRENK ET AL DATA BREACH

*Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/
Murfreesboro Medical Clinic & Surgicenter*

Case No.: 75CC1-2023-CV-81005

16th Judicial Circuit Court, Rutherford County, Tennessee

MMC-C

III. COMPENSATION FOR OUT-OF-POCKET LOSSES

All Settlement Class Members are eligible to recover compensation for up to \$500 per person for documented but unreimbursed out-of-pocket losses incurred as a result of the Data Breach, including:

Out-of-pocket losses incurred as a direct result of the Data Breach, including but not limited to:

- (i) unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Breach, through the date of claim submission; and
- (ii) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

You must submit documentation of each such Out-of-Pocket Expense to obtain this reimbursement.

- ☐ I have attached documentation showing that my claimed losses that I believe were more likely than not caused by the Data Breach. I have submitted reasonable documentation that each such out-of-pocket expense and charge I have claimed was both actually incurred and plausibly arose from the Data Breach. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

Questions? Go to www.abcdefghijklmnopqrstuvwxyz.com or call (XXX) XXX-XXXX.

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Your claim must be
submitted online or
postmarked by:

<<Claims
Deadline>>

CLAIM FORM FOR KRENK ET AL DATA BREACH

*Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/
Murfreesboro Medical Clinic & Surgicenter*

Case No.: 75CC1-2023-CV-81005

16th Judicial Circuit Court, Rutherford County, Tennessee

MMC-C

Cost Type (Fill all that apply)	Approximate Date of Out-of-Pocket Loss	Amount of Out-of-Pocket Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	

V. COMPENSATION FOR LOST TIME

☐ **Lost Time.** Are you claiming a cash payment for up to \$50 for attested time spent dealing with the Data Breach (\$25 per hour, up to 2 hours)? If yes, fill out section below.

☐ I affirm that I spent time dealing with the effects or perceived effects of the Data Breach, and provide below a brief description of (1) the actions taken in response to the Data Breach, (2) when they were taken, and (3) the time associated with each action on which my time was spent, and stating the amount of time (up to 2 hours) that I spent dealing with the effects of the Data Breach.

Time Spent: (maximum of 2 hours) x \$25/hour = \$. _____

Questions? Go to www.xxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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Your claim must be
submitted online or
postmarked by:

<<Claims
Deadline>>

CLAIM FORM FOR KRENK ET AL DATA BREACH

*Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/
Murfreesboro Medical Clinic & Surgicenter*

Case No.: 75CC1-2023-CV-81005

16th Judicial Circuit Court, Rutherford County, Tennessee

MMC-C

VI. CREDIT MONITORING

☐ **2 years of Identity Theft Protection Services**

Check the box above if you wish to receive 2 years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) at no cost to you. If your claim is approved you will receive an activation for the service by mail or email, along with instructions on how to activate the service. If you select this benefit, you may also claim reimbursement for out-of-pocket losses and lost time.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Date

Print Name

Questions? Go to www.xxxxxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX.

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EXHIBIT D

**IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE
FOR THE SIXTEENTH JUDICIAL DISTRICT**

Sherri Krenk,

*On behalf of herself and all others
similarly situated,*

Plaintiff,

v.

**Murfreesboro Medical Clinic and
SurgiCenter and Murfreesboro Medical
Clinic, P.A.,**

Defendant.

CASE NO. 75CCI-2023-CV-81005

NO HEARING REQUESTED

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF PROPOSED
CLASS ACTION SETTLEMENT**

The Plaintiffs and Class Representatives Sherri Krenk, Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott (“Plaintiffs”) and Defendant Murfreesboro Medical Clinic, P.A. (“MMC”) have reached a proposed settlement and compromise of the disputes between them in the above-captioned action, which is embodied in a Settlement Agreement filed with the Court. Plaintiffs have applied to the Court for preliminary approval of the proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement.

Courts may look to federal authority for guidance regarding the interpretation

of Tenn. R. Civ. P. 23. *Bayberry Assoc. v. Jones*, 783 S.W.2d 553, 557 (Tenn. 1990). Preliminary approval of a class settlement requires the Court to assess (1) whether the matter is suitable for certification as a class action under Rule 23; (2) the overall fairness of the proposed settlement; and (3) the adequacy of the notice the parties propose to send out. *Fitzgerald v. P.L. Marketing, Inc.*, No. 2:17-cv-02251-SHM-cgc, 2020 WL 7764969, at *4 (W.D. Tenn. Feb. 13, 2020). The objective of the court's inquiry at the preliminary approval stage is to determine whether the proposed settlement is sufficiently within the realm of fairness, reasonableness, and adequacy to direct notice of the proposed settlement to class members, permit the opportunity for objections, and schedule a fairness hearing to consider final approval. *See Vassalle v. Midland Funding LLC*, 708 F.3d 747, 754 (6th Cir. 2013); *Denver Area Meat Cutters and Employers Pension Plan v. Clayton*, 209 S.W.3d 584, 589 (Tenn. Ct. App. 2006).

Tennessee law requires a finding of numerosity, commonality, typicality, and adequacy of representation. *Rogers v. Adventure House LLC*, 617 S.W.3d 542, 555 (Tenn. Ct. App. 2020); Tenn. R. Civ. P. 23.01. In addition to those requirements, the proposed class must also satisfy at least one of the three subsections of Tenn R. Civ. P. 23.02.

Rule 23.02, which is applicable here, provides for certification when “the court finds that the question of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Tenn. R. Civ. P. 23.02(3). The rule lists matters pertinent to the Court's finding which include, “(a) the interest of members of the class in individually controlling the prosecution or defense of separate actions; (b) the extent and nature of any litigation concerning the controversy already

commenced by or against members of the class; (c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; (d) the difficulties likely to be encountered in the management of a class action.” *Id.*

Ultimately, in order to approve a class action settlement agreement, the Court must find the agreement fair, adequate, and reasonable. *See Denver Area Meat Cutters and Employers Pension Plan v. Clayton*, 209 S.W.3d 584, 589 (Tenn. Ct. App. 2006). In determining the fairness of a settlement, the Court’s primary task is to evaluate the terms of the settlement in relation to the strength of the plaintiff’s case. *Id.* at 588. Courts consider various factors when approving class action settlements including “the ‘risk and likely return to the class of continued litigation’, the range of possible outcomes and probability of each, [and] whether class counsel’s fees are proportional to the incremental benefits conferred on the class members.” *In re Pacer Int’l, Inc.*, No. M2015–00356–COA–R3–CV, 2017 WL 2829856, at *5 (Tenn. Ct. App. June 30, 2017). Courts also focus “on the level of investigation of the plaintiffs’ claims, whether settlement negotiations were at arm’s length, the number of objectors, the objectors’ access to information, and the experience of the parties’ counsel.” *Id.* In evaluating the settlement, the Court must keep in mind that “there is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *Does 1–2 v. Déjà Vu Services, Inc.*, 925 F.3d 886, 899 (6th Cir. 2019) (internal quotations omitted).

AND NOW, the Court having read and considered the Settlement Agreement and accompanying documents (collectively, the “Settlement”); the Court having independently concluded that the Settlement is due to be preliminarily approved; and the parties to the Settlement having agreed and consented to the form and entry of this Order, IT IS HEREBY

ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement except as may otherwise be ordered.

2. Subject to further consideration by the Court at the time of the Final Fairness Hearing, the Court preliminarily approves the Settlement and the Settlement Agreement and finds that all of its terms are fair, reasonable, and adequate to the Settlement Class Members as within the range of possible final approval and as meriting submission to the Settlement Class Members for their consideration.

3. The Court hereby preliminarily certifies the following Settlement Class:

All persons whose Private Information may have been compromised as a result of the Data Breach, and to whom MMC sent or caused to be sent notice of the Data Breach, whether or not the addressee received that notice. The Settlement Class specifically excludes: (i) MMC, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads <i>nolo contendere</i> to any such charge.

The Court appoints as Class Representatives: Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk. The Court appoints J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, LLC, as Lead Class Counsel and Danielle Perry of Mason, LLP, Philip Krzeski of Chestnut Cambronne, Christopher D. Jennings of Jennings, PLLC, Tyler Bean of Siri & Glimstad LLP, and Samantha E. Holbrook of Shub & Johns LLC as Additional Class Counsel.

4. Specifically, the Court finds for purposes of this Settlement only that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are

questions of fact and law common to the Settlement Class; (c) the claims of the Settlement Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Settlement Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; (e) common questions of law or fact predominate over questions affecting individual members; (f) a class action is a superior method for fairly and efficiently adjudicating the Lawsuit; (g) the proposed Settlement is sufficiently within the range of fairness, reasonable and adequacy to warrant notice to the class and consideration of final approval thereafter; and (h) all requirements of Due Process and Tennessee Rule of Civil Procedure 23.08 are met for purposes of preliminarily certifying the Settlement Class and directing notice to Settlement Class members of their opportunity to be heard or to exclude themselves.

5. The Court further specifically finds that there is no evidence that Named Plaintiffs and Class Counsel have any conflicts of interest in representing the Settlement Class.

6. A Final Approval Hearing shall be held before this Court at { } a.m. on { } to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a Final Order and Judgment should be entered; (c) any comments or objections by members of the Settlement Class; (d) what, if any, attorneys' fees and expenses should be awarded to Class Counsel consistent with the Settlement Agreement; (e) what, if any, Service Award should be awarded to Named Plaintiffs; and (f) any other matters that the Court deems appropriate.

7. All proceedings are stayed in this Action as to MMC, with the exception of proceedings necessary to implement, effectuate and grant final approval of the Settlement. All

Settlement Class Members are enjoined from commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement against MMC unless the Settlement Class Member files a valid and timely request for exclusion.

8. The Court approves, as to form and content, the notice as provided in the Settlement.

9. Within thirty [30] days of entry of this Order, the Parties shall take all necessary steps to ensure that Notice (including the Postcard Notice and Long Notice posted on the Settlement Website) is provided as agreed in the Settlement.

10. The Court finds that Plaintiffs' plan for providing notice to the potential Settlement Class Members as described in the Settlement constitutes the best notice practicable under the circumstances, shall constitute due and sufficient notice to the Settlement Class Members of the pendency of the Action and the Final Fairness Hearing, and complies fully with the requirements of the U.S. Constitution and all other applicable laws.

11. The Court further finds that the form, content, and method of giving notice to the Settlement Class as described in the notice plan submitted with the Motion for Preliminary Approval, are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights to object to the Settlement. The form, content, and method of notice is reasonable and constitutes due, adequate, and sufficient notice to those persons entitled to receive notice. The Court finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members. The Court further finds that the Notice described in the Settlement will adequately

inform the Settlement Class Members of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement.

12. The Court finds the proposed Settlement Administrator qualified, experienced, and in all respects adequate to serve as administrator of the Settlement, and thus, approves Kroll Settlement Administration, LLC as the Settlement Administrator.

13. Any Settlement Class Member who desires to be excluded from the Settlement Class, and therefore not bound by the terms of the Settlement, must submit to the Settlement Administrator, pursuant to the instructions set forth in the Notice, a timely and valid written request for exclusion. In order to be valid, a request for exclusion must be mailed to { }, postmarked on or before { }, and must clearly manifest a Person's intent to be excluded from the Settlement Class. Any Settlement Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement, and shall not be entitled to object to the Settlement or appear at the Final Fairness Hearing. Each Settlement Class Member desiring to object must file timely, written notice of an objection in the appropriate form with the Clerk of the Court, Rutherford County, Circuit Civil Court Clerk, 116 W. Lytle St., Room 106, Murfreesboro, TN 37130, and contain the case name and docket number, *Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/ Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (16th Judicial Cir. Ct., Rutherford Cty.). Persons who do not opt out by filing a timely and valid exclusion request shall be deemed to have consented to this Court's exercise of personal jurisdiction in connection with the Settlement of this action.

14. Any Settlement Class Member who does not timely submit a valid request

for exclusion may object to the Settlement, to Class Counsel's application for attorney's fees and expenses, to the payment or amount of any service award to named Plaintiffs, or to any aspect of the proposed Final Judgment and Order of Dismissal with Prejudice. Settlement Class Members making objections must do so in writing as follows: Each Settlement Class Member desiring to object to the Settlement Agreement shall submit to the Settlement Administrator a timely written notice of objection which must be delivered or postmarked no later than 35 days after notice is first sent to the Settlement Class. Such notice of objection shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., a copy of original notice of the Data Breach or a copy of the Short Notice of this Settlement addressed to said objector); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and (vii) the objector's personal signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any (along with documentation setting forth such representation). The Settlement Administrator shall be responsible for promptly notifying the Court and the Parties of objections received. A Settlement Class Member's failure to make objection in full compliance with these requirements shall be deemed a waiver of all objections and a consent to the exercise of personal jurisdiction by this Court.

15. Any Settlement Class Member who files and serves a proper and timely objection shall have the right to appear and be heard at the Final Fairness Hearing, either

personally or through an attorney retained at the Settlement Class Member's own expense, provided they state in their objection their intention to appear at the Hearing.

16. No later than fourteen (14) days prior to the Objection Date, Class Counsel and the Plaintiffs shall file applications for an award of attorneys' fees and/ or incentive awards.

17. No later than fourteen (14) days prior to the Final Fairness Hearing, the following shall occur:

- a. The Parties shall cause to be filed with the Court declarations of the Settlement Administrator or others with knowledge attesting to compliance with the notice requirements set forth above.
- b. Class Counsel or the Parties shall file with the Court a motion in support of final approval of the Settlement and in response to any objections.

18. Any Settlement Class Member who does not make an objection in the time and manner provided in the Settlement shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorney's fees and expenses, the payment of an incentive award, or the Final Judgment and Order of Dismissal with Prejudice.

19. In the event that the proposed Settlement does not become Final, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy. In such event, the Settlement and all negotiations and proceedings directly

related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date of the Settlement.

20. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Fairness Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court. Any notice of postponement shall be posted on the Settlement's website.

21. Except as provided in the Settlement, this Order and any other Order or Judgment and the Settlement Agreement, shall not be used, offered, or received into evidence in the Action, or in any other action or proceeding, for any purpose other than to enforce, construe, or finalize the terms of the Settlement, or as necessary as set out in the Settlement.

22. Except as expressly provided in the Settlement, neither this Order nor any other order or judgment relating to the Settlement Agreement, nor the Settlement Agreement itself, shall be an admission by MMC of any liability or of any of the elements necessary for class certification and cannot be used to support an argument that an element necessary for class action certification against this Defendant has already been admitted, waived or met, or can, or may be met in any lawsuit, dispute, or proceeding in or outside of this Action, or for any other purposes in or outside of this Action.

SO ORDERED this ____ day of _____, 20__.

JUDGE OF THE CIRCUIT COURT

Agreed as to form.

/s/

Counsel for Defendant

/s/

Class Counsel

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Murfreesboro Medical Clinic Settlement Ends Class Action Lawsuit Over April 2023 Data Breach](#)
