

**STATE OF TENNESSEE
IN THE CIRCUIT COURT OF KNOX COUNTY, TENNESSEE
CIVIL DIVISION**

FILED

JUL 28 2026

CHARLES D. SUSANO III
KNOX COUNTY
CIRCUIT COURT CLERK

**LAURA HARRIS; CHRISTOPHER
HARRIS; SCOTT CAMPION; J.B. (minor)**
through parent **JADE BROWN**, next friend;
and **JADE BROWN**, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

SUMMIT MEDICAL GROUP, PLLC,

Defendant.

Case No. 2-119-25

CLASS ACTION

JURY TRIAL DEMANDED

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

THIS CAUSE comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum of Law.¹ Plaintiffs' unopposed Motion for Preliminary requests entry of an order (a) granting Preliminary Approval of the Settlement; (b) provisionally certifying the Settlement Class for settlement purposes; (c) appointing Plaintiffs as Class Representatives; (d) appointing J. Gerard Stranch IV of Stranch, Jennings & Garvey, PLLC; Jeff Ostrow of Kopelowitz Ostrow, P.A.; Lisa A. White of Mason LLP; and Tyler J. Bean of Siri & Glimstad LLP as Class Counsel for the Settlement Class; (e) approving the forms of Notice and the Notice Program; (f) approving the Claim Form and the Claim Process; (g) appointing Simpluris, Inc. as the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval

¹ All capitalized terms used herein have the same meanings as those defined in Section II of the Settlement Agreement ("SA"), attached as Exhibit A to the Motion for Preliminary Approval.

Hearing on whether to grant Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice Program and Claim Process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby.

ORDERED AND ADJUDGED that the Motion is **GRANTED** as set forth herein.

Background

This Action arises from a Data Incident in which a criminal third party gained unauthorized access to Defendant's networks and potentially accessed Private Information pertaining to Defendant's patients and employees, Plaintiffs and the proposed Settlement Class. Defendant is a medical group that furnishes diagnostic imaging, laboratory, physical therapy, primary care, and other healthcare services throughout Tennessee. In the course of its business, Defendant collects, maintains, and stores Private Information pertaining to its current and former patients and employees, including names, Social Security numbers demographic information, medical record and treatment information, and health insurance information. Defendant discovered the Data Incident in November 2024 and ultimately determined the Private Information of approximately 464,000 current and former patients and employees may have been impacted.

Defendant began mailing notification letters to the individuals whose Private Information may have been impacted in the Data Incident in March 2025. Following Defendant's notification of the Data Incident, three putative class action lawsuits arising from the Data Incident were filed in the Circuit Court for Knox County, Tennessee, asserting similar claims on behalf of overlapping

putative classes. As is the local practice of this Court, each of the related lawsuits was randomly assigned to a judge, resulting in related cases pending before multiple judges. All Plaintiffs and their counsel thus agreed to consolidate the matters into the instant Action. On July 9, 2025, Plaintiffs filed the operative Amended Class Action Complaint in this Action, asserting claims on behalf of themselves and the putative class against Defendant for negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, and invasion of privacy. Defendant filed a motion to dismiss all claims in the Action on August 25, 2025.

While Defendant's motion to dismiss was pending, and considering the risk, expense, and delay of continued litigation, the Parties began discussing early resolution of the Action. To that end they agreed to schedule a private mediation with experienced data privacy and class action mediator Bruce Friedman of JAMS. The Parties submitted an agreed order staying all deadlines in the Action pending mediation on September 29, 2025, which the Court entered on October 1, 2025. In preparation for mediation, Plaintiffs requested and Defendant produced informal discovery regarding the nature and cause of the Data Incident, the impacted individuals, and damage-related issues. The Parties also prepared and exchanged mediation statements laying out their respective positions as to liability, damages, settlement, and the issues raised in Defendant's motion to dismiss.

The Parties participated in a full-day mediation session with Bruce Friedman of JAMS on December 10, 2025, but were unable to reach agreement on a settlement at that time. Nonetheless, with Mr. Friedman's assistance, the Parties continued their negotiations for months after the mediation session, ultimately culminating in their agreement on the material terms of the proposed Settlement now before the Court. The Parties now agree to settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the

Releasing Parties. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted related to the Data Incident.

The Settlement Agreement provides Settlement Class Member Benefits of (a) Cash Payments to Settlement Class Members who submit Valid Claims for reimbursement of documented losses or lost time related to the Data Incident (up to a maximum aggregate amount of \$500,000); (b) two years of free Medical Data Monitoring for all Settlement Class Members who submit Valid Claims; and (c) Defendant's Business Practice Commitments to implement and maintain remedial and enhanced data security measures and protocols for protecting the Settlement Class's Private Information. Additionally, Defendant shall be solely responsible for the payment of all reasonable Settlement Administration Costs. Defendant also agrees to pay the Court-awarded attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives (not to exceed \$575,000 for attorneys' fees and costs or exceed \$2,500 for each Service Award).

Plaintiffs now seek Preliminary Approval of the Settlement Agreement on behalf of the proposed Settlement Class. Defendant does not oppose Plaintiffs' request and agrees the Court should grant Preliminary Approval and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes a comprehensive Notice Program and Claim Process. As such, the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice Program, Notices, Claim Process, and Claim Form are approved.

Preliminary Certification of the Settlement Class

1. The Court provisionally and preliminarily certifies the following Settlement Class for Settlement purposes only, finding the Court is likely to finally certify it at Final Approval:

All living individuals in the United States whose Private Information was potentially compromised in the Data Incident, including all individuals who were mailed notice of the Data Incident from Defendant.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

2. The Court determines that for Settlement purposes the proposed Settlement Class meets all the requirements of Tennessee Rules of Civil Procedure 23.01 and 23.02(3), as follows:

- a. There are approximately 464,000 Settlement Class Members, which is sufficiently numerous for purposes of Rule 23.01(1), and joining all of these parties into a single action would be impractical;
- b. Plaintiffs' claims challenging Defendant's acts and omissions concerning the Data Incident raise questions of law and fact that are common to the Settlement Class as a whole, and which predominate over individual issues;
- c. Plaintiffs' and Settlement Class Members' claims are typical of one another in that they seek the same sorts of relief for the same alleged wrongs; and
- d. The proposed Class Representatives and their counsel have adequately represented the Settlement Class in that they have taken the steps necessary to achieve this Settlement, including, but not limited to, by hiring competent counsel who have no conflicts of interest with the Settlement Class and by vigorously litigating this Action to its proposed conclusion.

3. Laura Harris, Christopher Harris, Scott Campion, J.B. through parent Jade Brown, and Jade Brown are designated and appointed as the Class Representatives.

4. The Court finds that J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC; Jeff Ostrow of Kopelowitz Ostrow, P.A.; Lisa A. White of Mason LLP; and Tyler J. Bean of Siri & Glimstad LLP are experienced attorneys and will adequately protect the interests of the Settlement Class and designates them as Class Counsel pursuant to Tennessee Rule of Civil Procedure 23.04.

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, pursuant to Tennessee Rule of Civil Procedure 23.05 and applying the factors articulated in *Pelzer v. Vassalle*, 655 F. App'x 352, 359 (6th Cir. 2016),² the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for Preliminary Approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on _____, at _____ to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Tennessee Rules of Civil Procedure 23.01 and 23.02; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all claims in the Amended Class Action Complaint against Defendant should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Application for Attorneys' Fees, Costs, and Service Awards should

² The Supreme Court of Tennessee has held "because of the identical language in our Rule 23 and in Rule 23 of the Federal Rules of Civil Procedure that federal authority is persuasive." *Meighan v. U.S. Sprint Communs. Co.*, 924 S.W.2d 632, 637 n.2 (Tenn. 1996).

be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

7. Class Counsel intends to seek up to \$575,000.00 for attorneys' fees and reasonable litigation costs, to be paid by Defendant. Service Awards of up to \$2,500.00 each will also be sought for the Class Representatives. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering the Application for Attorneys' Fees, Costs, and Service Awards.

8. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initially set Final Approval Hearing date.

9. Any Settlement Class Member that has not timely and properly opted- out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the Application for Attorneys' Fees, Costs, and Service Awards; provided, however, no member of the Settlement Class that has elected to opt out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

10. Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice Program, overseeing the Claim Process, and performing all other acts necessary for Settlement Administration. All reasonable Settlement Administration

Costs will be by Defendant separately and in addition to all other Settlement Class Member Benefits, as provided in the Settlement.

Notice to the Settlement Class

11. The Notice Program and forms of Notice, including the Postcard Notice, Email Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number, along with the Claim Form, attached as exhibits to the Agreement, are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks the Settlement requires.

12. The Court finds that the form, content, and method of the Notices (a) constitute the best notice practicable to the Settlement Class under the circumstances; (b) are reasonably calculated to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Tennessee Rules of Civil Procedure 23.03(2) and 23.05, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by members of the Settlement Class.

Opting Out of the Settlement Class

13. Members of the Settlement Class may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline (30 days before the initially scheduled Final Approval Hearing) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class

Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Requests to opt out may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement, including the Releases, even if that Settlement Class Member does not submit a Valid Claim.

14. Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to the Settlement Class Member Benefits.

Objecting to the Settlement

15. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

16. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline (30 days before the initially scheduled Final Approval Hearing), as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an

objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For an objection to be considered by the Court, it must also set forth the following:
 - a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
 - e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
 - f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

- g. a statement confirming whether the objector and/or objector's counsel intends to personally appear and/or testify at the Final Approval Hearing; and
 - h. the objector's signature (an attorney's signature is not sufficient).
18. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.
19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

Claim Process and Distribution Plan

20. The Settlement establishes a Claim Process for assessing and determining the validity of Claims and a methodology for paying Settlement Class Members who submit Valid Claims. The Court preliminarily approves this process.
21. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, as set forth in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, and the Final Approval Order and final judgment.

Termination of the Settlement Agreement and Use of this Preliminary Approval Order

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

24. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Jurisdiction Pending Settlement Approval

25. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

26. The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

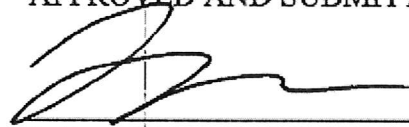
Event	Date
Notice Date (Notice Program Begins)	No later than 20 days after Preliminary Approval
Notice Program Complete	45 days before the initial scheduled Final Approval Hearing
Deadline to File Motion for Final Approval, and Application for Attorneys' Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Deadline to Submit Claim Forms	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	____, 2026, at __: __ am/pm

IT IS SO ORDERED this 28th day of July, 2026.

ENTERED this the
28th day of
July 2026

William J. Lib...
Circuit Court Judge

APPROVED AND SUBMITTED FOR ENTRY:



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**Pro hac vice forthcoming*

CERTIFICATE OF SERVICE

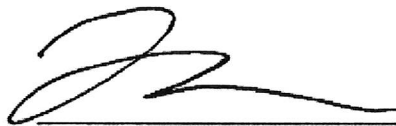
I hereby certify that on this 10th day of July 2026, the foregoing was served by electronic mail to the following counsel of record:

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