

Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.¹

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only, the Court conditionally certifies the Settlement Class in this matter under Tennessee Rules of Civil Procedure 23.01, 23.02, defined as follows:

All persons who were provided notice that their information may have been compromised because of the Data Incident experienced by Defendant beginning on or about November 7, 2023.

Excluded from the Settlement Class are:

(i) all persons who are directors and officers of Defendant, or its respective subsidiaries and affiliated companies; (ii) governmental entities; and (iii) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff.

The Court conditionally finds, for settlement purposes only, that: (i) the Settlement Class is so numerous that joinder of all members is impracticable; (ii) there are questions of law or facts common to the Settlement Class; (iii) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class; (iv) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in the Tennessee Rules of Civil Procedure, and a class action provides a fair and efficient method of adjudication of the controversy.

2. **Class Representatives and Settlement Class Counsel.**

Thomas Taylor, Bobby Carter, Ryan Levey, and Zackary Roberts are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Class and that they will be adequate Class Representative.

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A, A. Brooke Murphy of Murphy Law Firm, and Tyler J. Bean of Siri & Glimstad LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

(1-22-26 ACM)

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____ June 1 _____, 2026 at 9:00 o'clock a.m./p.m. at the Davidson County Judicial Center, 1 Public Square, Nashville, Tennessee 37201 to determine, among other things, whether: (i) this matter should be finally certified as a class action; (ii) the Settlement Agreement between the Parties should be finally approved; (iii) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (iv) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (v) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (vi) Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards should be granted; (vii) Jeff Ostrow, A. Brooke Murphy, Tyler J. Bean, and J. Gerard Stranch, IV should be finally appointed as Settlement Class Counsel; and (viii) Thomas Taylor, Bobby Carter,

Ryan Levey, and Zackary Roberts should be finally appointed as Class Representative.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court forty-five (45) days before the date of the final approval hearing, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representatives shall be filed with the Court on the same date and heard at the Final Approval Hearing.

6. **Administration.** The Court appoints Kroll Settlement Administration, LLC, as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid by Defendants.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Postcard Notice and the Long Form Notice, which are attached to the Settlement Agreement as **Exhibits 1 and 2**, respectively, satisfy the requirements of the Tennessee Rules of Civil Procedure, the United States Constitution, the Tennessee Constitution, and due process, and other applicable laws, and constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without a further order of the Court. The Settlement Administrator and Defendants are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within thirty (30) days of entry of the Preliminary Approval Order ("Notice Commencement Date"), the Settlement Administrator shall send the Notice to all Settlement Class

Members, with the Postcard Notice sent by U.S. mail, and the Long Notice posted on the Settlement Website.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to Tennessee Rules of Civil Procedure, the United States Constitution, the Tennessee Constitution, due process, and other applicable laws. Specifically, the Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Award for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing via U.S. mail, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign and mail a request for exclusion (“Opt-Out

Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period, which is the sixty (60)-day period beginning upon the Notice Commencement Date.

For the Opt-Out Request to be valid, it must be personally signed by the requestor and contain the requestor’s name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

10. **Objections.** A Settlement Class Member who complies with the requirements of the Settlement Agreement may object to the Settlement and to Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be filed with the Court, unless a written objection is sent to the Court by the Objection Deadline, which is no later than sixty (60) days after the Notice Commencement Date, as set forth in the Settlement Agreement and as

specified in the Notice and must also include all of the information set forth in Paragraph 79 of the Settlement Agreement, which is as follows: (i) the name of the proceedings; (ii) the objector's full name, mailing address, telephone number, and email address (if any); (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iv) 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; (v) 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; (vi) 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; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court and contain the case name and docket number, by no later than the Objection Date, and served concurrently therewith upon Plaintiffs' Counsel, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A, A. Brooke Murphy of Murphy Law Firm,

and Tyler J. Bean of Siri & Glimstad LLP, and Defendant's Counsel, Brigid M. Carpenter and Zachary Busey of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** Class Representatives and Defendants have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form, a copy of which is attached to the Settlement Agreement as **Exhibit 3**. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order

and Judgment.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
Settlement Class List	10 Days after Preliminary Approval (SA, ¶ 63)
Notice Commencement Date	30 Days after Preliminary Approval (SA, ¶ 30)
Deadline for Plaintiffs to File Application for Attorneys' Fees, Costs, Expenses, and Service Award	45 Days Prior to Final Approval Hearing (SA ¶ 89)
Deadline for Settlement Class Members to Opt-Out, or Object to Settlement Agreement	60 Days after Notice Commencement Date, (SA, ¶¶ 33–34)
Claims Form Deadline	90 Days after Notice Commencement Date, (SA, ¶ 12)
Deadline for Plaintiffs to File Motion for Final Approval of Settlement	45 Days Prior to Final Approval Hearing (SA ¶ 89)
Final Approval Hearing	110 days following Preliminary Approval (SA, ¶ 22)

IT IS SO ORDERED this 22nd day of January, 2026.

s/Anne C. Martin

 THE HONORABLE ANNE C. MARTIN,
 CHANCELLOR, BUSINESS COURT DOCKET

APPROVED FOR ENTRY:

/s/ J. Gerard Stranch, IV

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**Pro hac vice forthcoming*

***Attorneys for Plaintiffs and Proposed
Settlement Class***

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of January, 2026, a true and correct copy of the foregoing [Proposed] Order Granting Unopposed Motion for Preliminary Approval of Class Settlement Agreement was filed using the Court's electronic filing system which will serve upon the following:

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/s/ J. Gerard Stranch, IV

J. Gerard Stranch, IV (BPR 23045)