

IN THE CHANCERY COURT FOR THE TWENTIETH JUDICIAL DISTRICT
DAVIDSON COUNTY, TENNESSEE

SPENCER RICHARDSON, <i>individually,</i>	)	
<i>and on behalf of all others similarly</i>	)	
<i>situated,</i>	)	Case No. 24-1258-I
	)	
	)	CLASS ACTION
Plaintiff,	)	
	)	JURY TRIAL DEMANDED
v.	)	
	)	Chancellor Patricia Head Moskal
CUMBERLAND HEIGHTS	)	
FOUNDATION, INC.	)	
	)	
Defendant.	)	

PHM ~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

Before the Court is Plaintiff Spencer Richardson’s Unopposed Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to the Class Representative (“Motion for Attorneys’ Fees”). On June 30, 2026, the Court conducted a Final Approval hearing. As of that date, no objections or oppositions had been filed, and no objectors appeared at the hearing.

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, including the Declaration of Irvin Garcia on behalf of CPT Group, Inc. Regarding Settlement Administration, and Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on January 30, 2026, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC and Leigh Montgomery of Ellzey Kherkher Sanford Montgomery, LLP as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (e) set deadlines for opt-outs and objections; (f) approved and appointed the Settlement Administrator; and (g) set the date for the Final Approval Hearing;

WHEREAS, on March 2, 2026, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on June 30, 2026, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Tenn. R. Civ. P. 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement

should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award to the Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and personal jurisdiction over all Parties thereto, including the Settlement Class.
2. The Settlement involves the allegations in Plaintiff's Class Action Complaint against Defendant for purported failure to implement or maintain adequate data security measures and safeguards to protect PII. Defendant denies all allegations of wrongdoing and liability.
3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.
4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, which terms are incorporated herein by reference, grants final approval of the Settlement

Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

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

Specifically 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 assigned to the Action, the Judge’s immediate family, and Court staff; and (d) all those who timely and validly opted out of this Settlement.

6. The Settlement was entered into in good faith following arm’s length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome on appeal, of continued litigation of this complex matter, which further supports the Court’s finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendant to pay or cause to be paid all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing

and administering claims, and preparing and mailing checks.

- c. Defendant to pay or cause to be paid, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Settlement Class Counsel and Service Award to the Class Representative.

8. The Court adopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 23 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

9. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Under the Settlement Agreement, Settlement Class Members were all eligible to make claims for two years of single-bureau CyEx Medical Shield Complete. In addition, each Settlement Class Members could claim either (1) reimbursement of document out-of-pocket expenses and losses up to \$1,000 per Class Member or (2) an alternative cash payment of \$45. Defendant's total liability was capped at \$550,000 for all Settlement Class Member Benefits, Settlement Administration costs, Class Counsel's attorneys' fees and Plaintiff's Service Award. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Settlement Class Representative's application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

10. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the

circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Tennessee Rules of Civil Procedure, the Tennessee Constitution, the United States Constitution, and other applicable law.

11. As of the Opt-Out deadline, 1 potential Settlement Class Member has requested to be excluded from the Settlement. This person is not bound by the Settlement Agreement and this Final Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement.

12. No objections were filed by Settlement Class Members, and the Court finds that the absence of objections weighs in favor of final approval of the Settlement.

13. As no Settlement Class Member has objected to the Settlement by the Objection Deadline, all Settlement Class Members are deemed to have waived any objections by appeal, collateral attack, or otherwise.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

16. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator,

and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

17. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

18. Pursuant to and as further described in the Settlement Agreement, the Settlement Class Representative and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident or the Action that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

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

“Released Claims” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint

or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident or the Action.

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

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

19. Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

20. None of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by the Settlement Class Representative, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

21. The Court grants final approval to the appointment of Spencer Richardson as the Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

22. Pursuant to the Settlement Agreement, and in recognition of his efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representative in the amount of \$3,000.00. Defendant shall make such payment or cause such payment to be made in accordance with the terms of the Settlement Agreement. The Court is entering a separate order approving the Settlement Class Representative's payment. PHM

23. The Court grants final approval to the appointment of J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC and Leigh Montgomery of EKSM, LLP as

Settlement Class Counsel. The Court concludes that the Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

24. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and costs in the amount of \$183,333.33, representing one-third of the aggregate cap. Payment shall be made pursuant to the terms of the Settlement Agreement. The Court is entering a separate order approving Settlement Class Counsel's attorney fee award and costs. PHM

25. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission or finding by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission, finding or concession or evidence of any liability or wrongdoing of any nature or that the Settlement Class Representative, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an

admission by or finding against Defendant that the Settlement Class Representative's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

26. All Settlement Class Members who did not validly and timely opt out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal, or jurisdiction, asserting any Released Claims against Defendant or Released Parties.

27. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other

issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay or cause to be paid amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Litigation.

28. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

29. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

30. This Order resolves all claims against all Parties in this action and is a final order.

31. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED.

~~ENTERED~~ this ____ day of _____, 202____. PHM

s/Patricia Head Moskal
The Honorable, Patricia Head Moskal
Chancellor, Part I

APPROVED AND SUBMITTED FOR ENTRY:

/s/ Grayson Wells

J. Gerard Stranch, IV (BPR # 23045)

Grayson Wells (BPR # 039658)

STRANCH, JENNINGS & GARVEY, PLLC

The Freedom Center

223 Rosa L. Parks Avenue, Suite 200

Nashville, Tennessee 37203

Tel: (615) 254-8801

gstranch@stranchlaw.com

gwells@stranchlaw.com

Leigh S. Montgomery*

ELLZEY KHERKHER SANFORD

MONTGOMERY, LLP

4200 Montrose Blvd., Ste. 200

Houston, Texas 77006

Phone: (888) 350-3931

lmontgomery@eksm.com

****Pro hac vice***

Attorneys for Plaintiff and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing [Proposed] Order Granting Final Approval of Class Action Settlement was served via the Court's electronic filing system on July 8, 2026 upon the following counsel of record:

David M. Ross
Wilson Elser LLP
1500 K Street, NW, Suite 330
Washington, DC 20005
Tel: (202) 626-7687
david.ross@wilsonelser.com

Sarah M. Mathews (No. 030246)
Wilson Elser LLP
1801 West End Avenue, Suite 920
Nashville, TN 37203
615.324.7840 (Main)
sarah.mathews@wilsonelser.com

Attorneys for Defendant

/s/ Grayson Wells
Grayson Wells (BPR # 039658)