

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

SPENCER RICHARDSON, *individually*
and on behalf of all others similarly
situated,

Plaintiff,

v.

CUMBERLAND HEIGHTS
FOUNDATION, INC.

Defendant.

Case No. 24-1258-I - CLASS ACTION
PHM
JURY DEMAND

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S

MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, PHM

CONDITIONALLY CERTIFYING SETTLEMENT CLASS, AND DIRECTING NOTICE TO SETTLEMENT CLASS

Plaintiff Spencer Richardson ("Plaintiff" or "Representative Plaintiff"), individually and on behalf of all others similarly situated (the "Settlement Class"), and Cumberland Heights Foundation, Inc. ("Cumberland Heights" or "Defendant"), together with Plaintiff, (collectively the "Parties") have entered into a Class Action Settlement Agreement and Release (the "Settlement Agreement") resolving the above-captioned Action, subject to this Court's approval, and the Court Unopposed PHM having reviewed the Plaintiff's Motion for Preliminary Approval, the record in this case, and the and Joint Declaration of Plaintiffs' Counsel, PHM Settlement Agreement, it is hereby **ADJUDGED** and **ADJUDICATED** as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

2. The terms defined in the Settlement Agreement shall have the same meaning in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

3. Having made the findings set forth below, the Court conditionally certifies the following class for settlement purposes only under Tennessee Rule of Civil Procedure 23.03:

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.

The Settlement Class is estimated to contain 5,310 individuals. 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) Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) all those who timely and validly opt out of this Settlement.

4. Certification under Tennessee Rules of Civil Procedure 23.01 and 23.02(3) requires that: (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; (4) the representative parties will fairly and adequately protect the interests of the class, (5) the questions of law or fact common to the members of the class predominate over individual issues of law or fact, and (6) certification of the class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. For settlement purposes only, the Court preliminarily finds that the numerosity requirement is satisfied because the Settlement Class consists of thousands of individuals and joinder of all such persons is impracticable. *See Ham v Swift Transp Co, Inc*, 275 F.R.D. 475, 483 (W.D. Tenn. 2011) (“Where the number of class members exceeds forty, [numerosity] is generally deemed satisfied”).

6. The commonality requirement requires plaintiffs to demonstrate that class members “have suffered the same injury” and their claims “depend upon a common contention of such a nature that it is capable of classwide resolution—which means that determination of its truth or

falsity will resolve an issue that is central to the validity of each one of the claims in one stroke” *Wal-Mart Stores, Inc v. Dukes*, 564 U.S. 338, 350 (2011). Again, for settlement purposes only, the Court preliminarily finds that this requirement is satisfied as to the Settlement Class.

7. For similar reasons, and for settlement purposes only, the Court preliminarily finds that Plaintiff’s claims are reasonably coextensive with those of the absent Settlement Class Members, such that the typicality requirement is satisfied. *Beathe v CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (typicality satisfied where claims arise from the same practice, affect class members in the same manner, and are based on the same legal theory), *Coleman v Gen. Motors Acceptance Corp*, 220 F.R.D. 64, 79 (M.D. Tenn. 2004) (named plaintiffs are typical of their class when “their injuries arise from the same policy that gives rise to the claims of the rest of the class”). Plaintiff is typical of absent Settlement Class Members because he was affected by the same Data Incident as the other Settlement Class Members. Moreover, Plaintiff and Settlement Class Members will benefit equally from the relief provided by the Settlement.

8. For settlement purposes only, the Court also preliminarily finds that Plaintiff satisfies the adequacy of representation requirement. Adequacy exists when (1) the class representative has common interests with unnamed members of the class, and (2) the representative will prosecute the interests of the class through qualified counsel. *Senter v Gen. Motors Corp*, 532 F.2d 511, 525 (6th Cir. 1976). Plaintiff’s interests are coextensive with and not antagonistic to the interests of the Settlement Class because the Settlement provides equal relief to Plaintiff and Settlement Class Members, in that it calculates each Settlement Class’s claims related to the Data Incident by the same method and provides them with the same opportunity for compensation. Further, the Court finds that Plaintiff is represented by qualified and competent

counsel who have experience and expertise prosecuting complex class actions, including actions substantially similar to the instant case.

9. For settlement purposes only, the Court finds that resolution of thousands of claims in one action is superior to individual lawsuits because it promotes consistency and efficiency of adjudication.

10. The Court hereby appoints Spencer Richardson as Representative Plaintiff for the Settlement Class, based on the alleged Data Incident involving access to his PII and PHI. ^{PHM}

11. The Court hereby appoints J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC and Leigh Montgomery of EKSM, LLP as Settlement Class Counsel, based on their respective knowledge and experience with data breach class action litigation. ^{PHM}

II. PRELIMINARY APPROVAL

12. The purpose of preliminary evaluation of a proposed class action settlement is to determine whether the settlement is “fair, reasonable, and adequate.” *Int'l Union, United Auto, Aerospace, & Agr. Implement Workers of Am v Gen. Motors Corp*, 497 F.3d 615, 631 (6th Cir. 2007) (quoting Fed R Civ P. 23(e)(1)(c)).

13. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate terms of settlement, and are sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the settlement administration, and are subject to further and final consideration at the Final Approval Hearing provided for below.

14. In making this determination, the Court considered the fact that the Settlement is the product of arm’s-length, good faith negotiations conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits of continuing litigation to the Settling Parties and the Settlement Class.

15. As provided for in the Settlement, if the Court does not grant final approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Settling Parties' positions on the issue of class certification or any other issue in the case.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

16. The Court appoints CPT Group, Inc. as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

17. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in VII of the Settlement Agreement, and the "Postcard Notice," (attached as Exhibit 1) and "Long Form Notice" (attached as Exhibit 2). The Court finds that providing direct mail notification in manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content the Postcard Notice and Long Form Notice in the forms attached as Exhibits 1 and 2 to Settlement Agreement, respectively.

18. The Settling Parties are ordered to give notice to all Settlement Class Members. The Court orders the Settlement Administrator to commence the Notice Program following entry of this Preliminary Approval Order in accordance with the terms of the Settlement.

IV. OPTING OUT FROM THE SETTLEMENT CLASS

19. Each person wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written opt-out request to the address designated by the Settlement Administrator.

20. A request to opt out must be in writing and signed by the Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking to opt-out. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Settlement Administrator at the address provided in the Notice no later than 60 days from the date Class Notice is issued ("Opt-Out Deadline").

21. A request to opt out that does not include all the foregoing information, or that is sent to an address other than the one designated in the Postcard Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member.

22. A Settlement Class Member who submits a valid Settlement Class Claim Form is not eligible for exclusion, and any subsequent request to opt-out will be invalid.

23. All Settlement Class members who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement.

24. All persons falling within the definition of the Settlement Class who do not request to opt-out of the Settlement Class in the manner described in paragraphs 69–70 shall be bound by the terms of the Settlement Agreement.

25. Settlement Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court.

V. OBJECTIONS

26. Each Settlement Class Member who does not timely request to be excluded from the Settlement Class may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument.

27. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than 60 days from the date the Class Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Settlement Class Counsel and Defendant's counsel written objections that include: (a) the objector's full name, current address, telephone number, (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 Award, 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 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).

28. Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf.

29. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/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 Action.

30. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section IV. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and 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.

VI. THE FINAL APPROVAL HEARING

31. The Court will hold a Final Approval Hearing on Tuesday, June 30, 2026,
at 9:30 [a.m./p.m.], in the ~~Circuit~~ ^{PHM}Chancery Court for Davidson County, Tennessee at ~~Nashville~~
^{PHM}Historic Courthouse, ^{PHM}Courtroom 402, ^{PHM}located at 1 Public Square, Nashville Tennessee 37201, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Settlement Class Counsel for an Attorneys' Fees and Costs Award; (d) the application for Representative Plaintiff's Service Award should be approved; (e) whether the Release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and Judgment Granting Final Approval of Class Action

Settlement (“Final Order and Judgment”); and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members, be continued or adjourned by order of the Court.

32. Settlement Class Counsel will file their Motion for Final Approval, which shall include the Application for Attorneys’ Fees and Costs, no later than 14 days prior to the Final Approval Hearing.

33. The Final Judgment and Order will be deemed final, and the “Effective Date” will occur: (a) 35 days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, 14 days after all appellate proceedings (including proceedings in this Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

34. The related time periods for events preceding the Final Approval Hearing are:

<u>Event</u>	<u>Timing</u>
Class List sent to Settlement Administrator	10 Days after Preliminary Approval Order
Notice Commencement Date	30 Days after Preliminary Approval Order
Notice Completion Date	45 Days after Preliminary Approval Order
Objection Deadline	60 Days from the Date Class Notice is Issued
Opt-Out Deadline	60 Days from the Date Class Notice is Issued
Motion for Fees and Service Awards	14 Days before the Objection Deadline
Motion for Final Approval	14 Days Prior to Final Approval Hearing
Claims Deadline/Claims Period	60 Days from the Notice Completion Date
Final Approval Hearing	Approximately 120 Days after Preliminary Approval Order

35. All proceedings in the Action other than those related to approval of the Settlement Agreement are stayed pending entry of the Final Order and Judgment.

36. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court’s entry of the Final Order and Judgment.

IT IS SO ORDERED, in Chambers, in Davidson County, Tennessee.

PHM

Dated: PHM

Is/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, TN 37203
(615) 254-8801
gstranch@stranchlaw.com
gwellls@stranchlaw.com

Leigh S. Montgomery* #PHV88174^{PHM}
Texas Bar No. 24052214
EKSM, LLP
1105 Milford Street
Houston, Texas 77006
Tel: (888) 350-3931
lmontgomery@eksm.com

* *Pro hac vice*

Counsel for Plaintiff and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of January, 2026, a true and correct copy of the foregoing document was filed with the Clerk of Court using the Court's ECF filing system, which will serve upon the following:

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
Wilson Elser LLP
1801 West End Avenue, Suite 920
Nashville, TN 37203
sarah.mathews@wilsonelser.com

Attorney for Defendant

/s/ Grayson Wells
Grayson Wells (BPR 039658)