

**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

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into between Plaintiff,<sup>1</sup> individually and on behalf of the Settlement Class, on the one hand, and Cumberland Heights Foundation, Inc. (“Defendant”) on the other (together the “Parties”). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Background**

1. This action arose out of a data security incident that occurred on or around February 21, 2024, on Defendant’s information systems in which cybercriminals gained access to Plaintiff and the proposed Class Members’ personally identifiable information (“PII”) and protected health information (“PHI”) (collectively “Private Information”) (“Data Incident”) without authorization.

2. The Private Information included names, addresses, Social Security numbers, dates of birth, driver’s license numbers, lab results, and other sensitive content.

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II herein.

3. Alleging a failure by Defendant to implement reasonable cybersecurity safeguards to prevent the Data Incident, Plaintiff Richardson filed the present proposed class action in the Chancery Court for Davidson County, Tennessee, on October 23, 2024.

4. Defendant then filed a motion to dismiss on December 30, 2024. After a hearing, the Court denied Defendant's motion to dismiss.

5. Given the risk, expense, and delay of continued litigation, the Parties agreed to conduct formal settlement negotiations to explore the possibility of resolving this Action in its entirety.

6. Though the Parties did not engage in mediation, negotiations were at all times conducted at arms'-length and were hard fought between competent and experienced counsel. Negotiations began in February 2025 and the Parties reached a resolution in principle in late July 2025 after exchanging informal discovery necessary to conduct informed negotiations.

7. 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 has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to Defendant, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing.

of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff enters into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

8. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel all believe strongly in the merits of their respective positions but have nonetheless agreed to settle this matter because of the complexity, expense, and risk of continued litigation and because they believe the proposed Settlement is in the best interests of their respective clients.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

9. **“Action”** means the above-captioned action filed in the Chancery Court for Davidson County, Tennessee.

10. **“Application for Attorneys’ Fees, Costs, and Service Award”** means the application seeking Class Counsel’s attorneys’ fees and reimbursement for costs and Service Award for the Class Representative.

11. **“Claimant”** means a Settlement Class Member who submits a Claim Form.

12. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as **Exhibit 3** which may be modified as necessary subject to the Parties’ approval.

13. “**Claim Process**” means the process by which Claimants or Settlement Class Members submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

14. “**Claim Form Deadline**” or “**Claims Deadline**” mean the date that is sixty (60) days from the Notice Completion Date, and the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

15. “**Class Counsel**” means the following: J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC and Leigh Montgomery of EKSM, LLP.

16. “**Class List**” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include the Settlement Class Members’ names, email addresses, and postal addresses—if known—and/or as reflected in Defendant’s business records. Defendant shall ensure that the addresses in the Class List are the most up to date known to Defendant, including by conferring with Defendant’s counsel who were involved in Defendant’s data incident response to ensure the addresses represent the final known addresses after any advanced searches were performed when mailing data incident notification letters.

17. “**Class Representative**” means Plaintiff Spencer Richardson, subject to Court appointment.

18. “**Court**” means the Chancery Court for Davidson County, Tennessee.

19. “**Credit Monitoring**” means two years of single bureau CyEx Medical Shield Complete, which Settlement Class Members may elect as part of their Settlement Class Member

Benefit regardless of whether they signed up for any offering sent as part of a data incident notification letter.

20.     **“Data Incident”** means the unauthorized access to Defendant’s information systems that it discovered in or about February 2024.

21.     **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty-five (35) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

22.     **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

23.     **“Final Approval Hearing”** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

24.     **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. “Final Approval Order” also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and/or Service Award to the Class Representative.

25.     **“Defendant”** means Cumberland Heights Foundation, Inc., the Defendant in this Action.

26.     **“Defendant’s Counsel”** means David Ross of Wilson Elser LLP.

27.     **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit 2**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

28.     **“Motion for Final Approval”** means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

29.     **“Motion for Preliminary Approval”** means the motion that Plaintiff shall file with the court seeking Preliminary Approval of the Settlement.

30.     **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

31.     **“Notice Commencement Date”** means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

32.     **“Notice Completion Date”** means the date by which the Settlement Administrator shall complete the Notice Program, which shall be no later than forty-five (45) days following entry of the Preliminary Approval Order.

33.     **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free telephone line.

34.     **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

35.     **“Objection Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

36.     **“Opt-Out Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

37.     **“Party”** means each of the Plaintiff and Defendant, and “Parties” means Plaintiff and Defendant, collectively.

38.     **“Plaintiff”** means the named Plaintiff in this Action.

39.     **“Postcard Notice”** means the double-sided postcard notice with a tear-off claim form, substantially in the form attached hereto as **Exhibit 1**, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

40.     **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

41.     **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as **Exhibit 4**.

42.     **“Releases”** means the releases and waiver set forth in Section XIII of this Agreement.

43.     **“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.

44.     **“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.

45.     **“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.

46.     **“Service Award”** means the payment the Court may award Plaintiff for serving as Class Representative.

47.     **“Settlement Administrator”** means CPT Group, Inc.

48.     **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

49.     **“Settlement Class”** means “all whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter

regarding the Data Incident.” 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.

50.     **“Settlement Class Member”** means any member of the Settlement Class who has not opted out of the Settlement. The size of the Class is approximately 5,310 individuals.

51.     **“Settlement Class Member Benefits”** means the benefits that Settlement Class Members may select as part of the Settlement, as set forth in Section IV below.

52.     **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Award, and the Final Approval Order, as well as any other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least four months after Final Approval.

53.     **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) submitted online or returned via mail and postmarked by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding

the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Certification of the Settlement Class**

54. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

### **IV. Settlement Consideration/ Settlement Class Member Benefits**

55. Settlement Class Members are all eligible to make claims for (1) documented out-of-pocket expenses and losses up to \$1,000 per Class Member; (2) two years of single bureau CyEx Medical Shield Complete; (3) an alternative cash payment of \$45 in lieu of reimbursement for out-of-pocket expenses. Defendant will separately pay or cause to be paid Settlement Administration Costs, as well as Class Counsel's attorneys' fees and Plaintiff's Service Award in the amounts authorized by the Court, which shall be requested as agreed to herein. Defendant's total liability shall be capped at \$550,000 for all Settlement Class Member Benefits, Settlement Administration Costs, Class Counsel's attorneys' fees and Plaintiff's Service Award.

**a. Credit Monitoring**

Settlement Class Members are eligible to sign up for two years of single bureau CyEx Medical Shield Complete at no cost to Settlement Class Members. This benefit is available to all Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the Data Incident notification letter.

**b. Reimbursement for Documented Out-of-Pocket Expenses and Losses**

All Settlement Class Members may submit a claim for reimbursement of their documented out-of-pocket expenses and losses that are fairly traceable to the Data Incident. These claims (1) must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss was fairly traceable to the Data Incident; (4) the expense or loss was incurred after the first date of the Data Incident; and (5) the expense or loss was not already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party. The necessary documentation must be from a third-party source. The categories of reimbursable expenses or losses include, but are not limited to, unreimbursed financial losses due to fraud or identity theft; bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.

**c. Alternative Cash Payment**

In lieu of claims for reimbursement of out-of-pocket expenses or losses, Class Members may elect to receive a \$45 alternative cash payment. If the Settlement Administrator deems any claims for out-of-pocket expenses or losses to be invalid and not cured, the Settlement Administrator shall deem such claim as one for the alternative cash payment.

## **V. Settlement Approval**

56. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within fifteen (15) days of the execution of this Agreement.

57. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notice of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint Plaintiff as Class Representative; (h) appoint CPT Group, Inc. as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

## **VI. Settlement Administrator**

58. The Parties agree that, subject to Court approval, CPT Group, Inc. shall be the Settlement Administrator. Class Counsel and Defendant's Counsel shall oversee the Settlement Administrator.

59. The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including processing Claims and distributing Settlement Class Member Benefits.

60. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendant separately and directly to the Settlement Administrator.

61. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

62. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

63. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Class Members and what their Class Member IDs are;

- e. Respond to any mailed Settlement Class Member inquiries, including whether they are Class Members and what their Class Member IDs are;
- f. Process all opt-out requests from Settlement Class Members;
- g. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Distribute Settlement benefits;
- j. Send Credit Monitoring redemption codes to all Settlement Class Members who submit Valid Claims electing Credit Monitoring;
- k. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

## **VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

- 64. Defendant will make available to the Settlement Administrator the Class List no later than ten (10) days after entry of the Preliminary Approval Order. To the extent necessary,

Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement. Defendant's litigation counsel will coordinate with Defendant's counsel who was responsible for advising Defendant on its cybersecurity incident response to ensure the class list includes the most up-to-date contact information, including any information learned from advanced lookups performed when sending notification letters.

65. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

66. Direct Notice will be provided through a double-sided Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Award; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Postcard Notice with tear-off claim form will enable Class Members to make claims

for all benefits that do not require separate documentation (i.e., everything except for reimbursement for documented out-of-pocket losses and expenses).

67. No later than twenty (20) days after entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to Defendant within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and transmitting Notice, and provide Defendant with ACH/wire instructions for payment. Defendant shall direct payment of the amount invoiced to the Settlement Administrator. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator within five (5) days of the date that the Preliminary Approval Order is entered. If Defendant does not receive this information by five (5) days after the date the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within fifteen (15) days after Defendant receives this information. Payment of the remaining costs of Notice and Settlement Administration Costs shall be made within twenty-one (21) days of the Effective Date. The Settlement Administrator must submit an invoice to Defendant for payment of all remaining Notice and Settlement Administration Costs within five (5) days of the Effective Date.

68. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Program is initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

69. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. 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 a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

70. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/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.

71. For an objection to be considered by the Court, the objection 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 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).

72. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

73. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing address. No later than thirty (30) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

### **VIII. Claims Process and Disbursement of Cash Payments**

74. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

75. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

76. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

77. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or fraudulent claims. No Settlement Class Member may submit more than one

Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.

78. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

79. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the

Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

80. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

81. If the Settlement Administrator rejects a claim for documented out-of-pocket expenses or losses and such deficiency is not cured, the Settlement Administrator shall consider the claim to be a valid claim for the alternative cash payment.

82. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

83. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

84. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

85. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within fifteen (15) days of the Claim Form Deadline or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth herein, whichever occurs later. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within twenty-one (21) days of the invoice.

86. No later than thirty (30) days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits, subject to the preceding paragraph.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall give Settlement Class Members the option to select electronic payment. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within ninety (90) days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

88. Settlement Class Members who make claims for Credit Monitoring shall include an email address in their claim. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the Credit Monitoring redemption code.

## **IX. Final Approval Order and Final Judgment**

89. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than fourteen (14) days before the Opt Out and Objection Deadline. At the Final Approval Hearing, the Court may hear argument on Plaintiff's Application for Final Approval and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

90. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant Plaintiff's Application for Attorneys' Fees, Costs, and Service Award. Such proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Affirm its appointment of Class Representative and Class Counsel;
- e. Determine whether to grant Plaintiff's Application for Attorneys' Fees and Service Award;
- f. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

g. Release Defendant and the Released Parties from the Released Claims; and  
h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**X. Attorneys' Fees and Costs; Service Award**

91. ***Service Award*** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$3,000.00. Defendant will not oppose Plaintiff's request for the Service Award to the extent it does not exceed this amount. Defendant moreover will not object to Plaintiff's appointment as Class Representative.

92. The Parties did not discuss Plaintiff's request for a Service Award until after the substantive terms of the Settlement had been agreed upon.

93. Within twenty-one (21) days after the Effective Date, Defendant shall pay or cause to be paid the Court-approved amount of the Service Award to the Settlement Administrator for onward remittance by the Settlement Administrator to Class Counsel.

94. ***Attorneys' Fees and Costs*** – Plaintiff will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$183,333.33, inclusive of litigation expenses and costs. Defendant will not oppose Plaintiff's Application for Attorneys' Fees and Costs to the extent it does not exceed this amount.

95. Within twenty-one (21) days after the Effective Date, Defendant shall pay or cause to be paid the Court-approved amount of attorneys' fees and expenses to the Settlement Administrator for onward remittance by the Settlement Administrator to Class Counsel.

96. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

97. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Award, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Award shall constitute grounds for cancellation or termination of the Settlement.

## **XI. Releases**

98. 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.

99. Settlement Class Members who opt-out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

100. Upon the Effective Date (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

101. The power to enforce any term of this Settlement is not affected by the releases in this section.

## **XII. Termination of Settlement**

102. This Agreement shall be subject to, and is expressly conditioned on, the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

103. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

104. Defendant shall have the right to terminate the Settlement if more than 2% of the Settlement Class Members opt out of the Settlement. Defendant shall notify Class Counsel of its intent to so terminate the Settlement within ten (10) days after the end of the Opt-Out Period.

105. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

106. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

### **XIII. Effect of Termination**

107. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. In the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

108. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

### **XIV. No Admission of Liability**

109. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

110. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in

this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

111. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

112. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 the Action or in any proceeding in any court, administrative agency, or other tribunal.

113. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XV. Miscellaneous Provisions**

114. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications leading to the negotiation and drafting of this Agreement.

115. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

116. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

117. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

118. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

119. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

120. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

121. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Tennessee, without regard to the principles thereof regarding choice of law.

122. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

123. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

124. ***Notices.*** All notices provided for herein shall be sent by email, as follows:

a. If to Plaintiff or Class Counsel:

J. Gerard Stranch, IV  
Grayson Wells  
Stranch, Jennings & Garvey, PLLC  
The Freedom Center

223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gstranch@stranchlaw.com  
gwell@stranchlaw.com

Leigh Montgomery  
EKSM, LLP  
4200 Montrose Street, Suite 200  
Houston, TX 77006  
Tel: (713) 244-6363  
lmontgomery@eksm.com

b. If to Defendant or Defendant's Counsel:

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

The notice recipients and addresses designated above may be changed by written notice.

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

125. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

126. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

127. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

128. ***Agreement Mutually Prepared.*** Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

129. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. The Parties' intend to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

130. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

**PLAINTIFF**

  
Spencer Richardson (Dec 17, 2025 09:28:28 CST)

SPENCER RICHARDSON

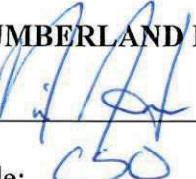
**CLASS COUNSEL**

Signed by:

  
J. GERARD STRANCH IV,

12/17/2025 | 12:32 PM CST

  
LEIGH MONTGOMERY

  
CUMBERLAND HEIGHTS FOUNDATION, INC.

Title: CSO

12/15/2025

**COUNSEL FOR CUMBERLAND HEIGHTS FOUNDATION, INC.**

  
DAVID ROSS

12/16/2025

# **EXHIBIT 1**

A Settlement has been reached in a class action lawsuit against Cumberland Heights Foundation, Inc. ("Defendant") regarding an unauthorized user gaining access to Defendant's information systems and discovered by Defendant on or around February 21, 2024 (the "Data Incident").

**Who is Included?** All whose Private Information was implicated in the Data Incident, including all individuals to whom Defendant sent an individual notification letter regarding the Data Incident.

**What does the Settlement Provide?** Defendant has agreed to pay up to \$550,000 which will be used to pay for Settlement Class Member Benefits, Settlement Administration Costs, attorneys' fees and costs, and Plaintiff's Service Award. All Settlement Class Members are eligible to make claims for the following Settlement benefits:

- a. **Credit Monitoring** – You may claim two years of single bureau CyEx Medical Shield Complete at no cost.
- b. **Documented Out-of-Pocket Expenses and Losses** – Reimbursement for certain expenses and losses that more likely than not resulted from the Data Incident up to \$1,000 per Settlement Class Member. You must provide supporting documentation.
- c. **Alternative Cash Payment** – In the alternative to making a claim for Documented Out-of-Pocket Expenses and Losses, you may elect to receive a \$45 alternative cash payment.

**How To Get Benefits.** You must complete and file a Claim Form online or by mail postmarked by **[Deadline]**, including required documentation. You can file your claim online at [www.\[Website Address\].com](http://www.[Website Address].com) using the CPT ID and Passcode located on the front of this postcard or download and submit by mail. You may also complete the enclosed tear-off Claim Form for Alternative Cash Payment and Credit Monitoring *only*. Claims for Documented Out-of-Pocket Expenses and Losses must be submitted on the website or by mail, as supporting documentation is required.

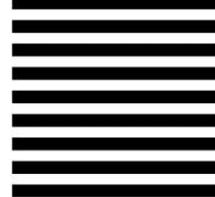
**Your Other Options.** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **[Deadline]**. If you do not exclude yourself, you will release any claims you may have against Defendant and the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at [www.\[Website Address\].com](http://www.[Website Address].com). If you do not exclude yourself, you may **object to the Settlement**. Visit the website for complete information on how to exclude yourself or object to the Settlement.

**The Final Fairness Hearing.** The Court has scheduled a hearing in this case for **[Date/Time]** located at **[Address]**, to consider whether to approve the Settlement, attorneys' fees and costs, and Service Award, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

This Notice is a summary. For more information about the Settlement and how to file a Claim Form visit [www.\[Website Address\].com](http://www.[Website Address].com), call [800-xxx-xxxx] or email [Email address].



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

A series of five horizontal bars of increasing height from bottom to top, used for postal processing.

**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO 84 IRVINE CA

POSTAGE WILL BE PAID BY ADDRESSEE



CPT GROUP INC  
CLASS ACTION ADMINISTRATORS  
50 CORPORATE PARK  
IRVINE CA 92606-9905

**Court Approved Legal Notice**

Chancery Court for Davidson County,  
Tennessee  
*Richardson v. Cumberland Heights  
Foundation, Inc.*  
Case No. 24-1258-I

**If your Private Information was  
potentially implicated in a Data Incident  
that took place at Cumberland Heights  
Foundation, Inc. on or around February  
21, 2024, you could get benefits from a  
class action settlement.**

*A court has authorized this Notice.  
This is not a solicitation from a lawyer.*

PRESORTED  
First Class  
U.S. Postage  
PAID

**Richardson v. Cumberland Heights  
Foundation, Inc.**  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

**ELECTRONIC SERVICE REQUESTED**

CPT ID: «ID»  
Passcode: «Passcode»  
«FullName»  
«Address1» «Address2»  
«City», «State» «Zip»

**Richardson v. Cumberland Heights Foundation, Inc., Case No. 24-1258-I**  
**POSTCARD CLAIM FORM**

Complete and return this Claim Form to receive the Alternative Cash Payment and/or Credit Monitoring by no later than [Deadline]. To submit a claim for Documented Out-of-Pocket Expenses and Losses with supporting documentation, visit the settlement website at [www.\[Website Address\].com](http://www.[Website Address].com).

**Alternative Cash Payment**

Check this box if you want to receive a \$45 Alternative Cash Payment. This cash payment is offered as an alternative to submitting a claim for Documented Out-of-Pocket Expenses and Losses.

**Credit Monitoring**

Check this box if you want to receive two years of single bureau CyEx Medical Shield Complete. You must provide your email address to receive enrollment instructions: \_\_\_\_\_

**Payment** A paper check will be sent to the same address as this Notice. If you prefer an electronic payment such as PayPal, Venmo or Direct Deposit, file your claim at [www.\[Website Address\].com](http://www.[Website Address].com).

**Address Change** If your address is different from the preprinted data on the front of this postcard, please print your correct information. Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sign and Date Your Claim Form** By signing my name below, I declare under penalty of perjury under the laws of the State of Tennessee that the information included on this Claim Form for Alternative Cash Payment and/or Credit Monitoring is true and accurate, and I certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

CPT ID: «ID / Claimant: «FullName»

# **EXHIBIT 2**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Chancery Court for Davidson County, Tennessee  
*Richardson v. Cumberland Heights Foundation, Inc.*  
 Case No. 24-1258-I

*A court has authorized this Notice. This is not a solicitation from a lawyer.*

**If your Private Information was potentially implicated in a Data Incident  
 that took place at Cumberland Heights Foundation, Inc. on or around February 21, 2024,  
 you could get benefits from a class action Settlement.**

- A Settlement has been reached in a class action lawsuit against Cumberland Heights Foundation, Inc. (“Defendant”) regarding an unauthorized user gaining access to Defendant’s information systems and discovered by Defendant on or around February 21, 2024 (the “Data Incident”).
- If you received a notification letter from Defendant about the 2024 Data Incident, you are included in this Settlement as a “Settlement Class Member.”
- Defendant has agreed to pay up to \$550,000 which will be used to pay for Settlement Class Member Benefits, Settlement Administration Costs, Attorneys’ Fees and Costs, and Plaintiff’s Service Award. All Class Members are eligible to receive two years of credit monitoring, a cash payment for documented out-of-pocket expenses and losses up to \$1,000 or a \$45 alternative cash payment.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit [www.\[Web address\].com](http://www.[Web address].com) or call toll-free [Toll-free number].

**This Notice may affect your rights. Please read it carefully.**

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<b>DO NOTHING</b>	You will receive no benefits and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to receive benefits. Claims must be submitted by [Date].	[Date]
<b>EXCLUDE YOURSELF</b>	If you ask to be excluded, you will not receive benefits, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	[Date]
<b>OBJECT</b>	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	[Date]

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and costs, and Service Award. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Chancery Court for Davidson County, Tennessee is overseeing this class action. The lawsuit is known as *Richardson v. Cumberland Heights Foundation, Inc.*, Case No. 24-1258-I. The individual who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the company sued, Cumberland Heights Foundation, Inc. is called the “Defendant.”

This matter is a class action (the “Action”) arising from an incident whereby a third-party gained unauthorized access to certain of Defendant’s information systems and the data stored thereon, resulting in potentially accessing personal information in Defendant’s systems. The lawsuit asserts common law claims against Defendant for alleged negligent data security practices and alleged breach of contract.

Defendant denies any allegation of wrongdoing and denies that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated.

In a class action, the Class Representative sues on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

Plaintiff and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiff’s or Defendant’s favor. Instead, Plaintiff and Defendant agreed to settle the Action. Plaintiff and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendant.

## WHO IS INCLUDED IN THE SETTLEMENT?

You are a Settlement Class Member if your Private Information was potentially involved in the Data Incident discovered in February 2024. Defendant previously mailed notice of the Data Incident to Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Toll-free number] or by emailing [Email address]@cptgroup.com.

Yes, the following are not included in the Settlement Class: (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.

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at [www.\[Website address\].com](http://www.[Website address].com) or contact the Settlement Administrator's toll-free number at [Toll-free number] or by email at [Email address]@cptgroup.com.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

Defendant's total liability is capped at \$550,000 for all Settlement Class Member Benefits, Settlement Administration Costs, Class Counsel's attorneys' fees and costs and Plaintiff's Service Award.

Settlement Class Members are all eligible to make claims for (a) two years of single bureau credit monitoring; (b) documented out-of-pocket expenses and losses up to \$1,000 per Settlement Class Member; or (c) an alternative cash payment of \$45 in lieu of reimbursement for out-of-pocket expenses.

- a. Credit Monitoring:** Settlement Class Members are eligible to sign up for two years of single bureau CyEx Medical Shield Complete at no cost. This benefit is available to all Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the Data Incident notification letter.
- b. Reimbursement of Documented Out-of-Pocket Expenses and Losses:** Settlement Class Members may submit a claim for reimbursement of their documented out-of-pocket expenses and losses up to \$1,000 per Settlement Class Member that are fairly traceable to the Data Incident. These claims (1) must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss was fairly traceable to the Data Incident; (4) the expense or loss was incurred after the first date of the Data Incident; and (5) the expense or loss was not already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party. The necessary documentation must be from a third-party source. The categories of reimbursable expenses or losses include, but are not limited to, unreimbursed financial losses due to fraud or identity theft; bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.
- c. Alternative Cash Payment:** In lieu of claims for reimbursement of out-of-pocket expenses or losses, Settlement Class Members may elect to receive a \$45 alternative cash payment. If the Settlement Administrator deems any claims for out-of-pocket expenses or losses to be invalid and not cured, the Settlement Administrator shall deem such claim as one for the alternative cash payment.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

If you would like to receive benefits under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this Action, you must exclude yourself (or "opt out") from the Settlement Class. See Question 17 below for instructions on how to exclude

yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

To receive Settlement Class Member Benefits, you must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address, if applicable, and unique ID provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.\[Website address\].com](http://www.[Website address].com). If by mail, the Claim Form must be **postmarked** by **[Deadline]**. You may request a Claim Form be mailed to you by calling **[Toll-free number]** or by writing to:

*Richardson v. Cumberland Heights Foundation, Inc.*  
50 Corporate Park  
Irvine, CA 92606  
[Email address]@cptgroup.com

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and the Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

The Settlement Agreement describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com), or in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Richardson v. Cumberland Heights Foundation, Inc.*  
50 Corporate Park  
Irvine, CA 92606  
[Email address]@cptgroup.com

If you received notice in the mail, or if you file a timely and valid Claim Form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final. It may take time for the Settlement to be approved and become final. Please be patient and check [www.\[Website address\].com](http://www.[Website address].com) or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

## THE LAWYERS REPRESENTING YOU

Yes, the Court has appointed J. Gerard Stranch, IV and Grayson Wells of Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, TN 37203 and Leigh Montgomery of EKSM, LLP, 4200 Montrose Street, Suite 200, Houston, TX 77006 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

Class Counsel will file a motion asking the Court to award attorneys' fees and litigation costs up to \$183,333.33. They will also ask the Court to approve a Service Award not to exceed \$3,000 to the Plaintiff for his service to the Action and for his efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the Service Award will be paid by or on behalf of Defendant. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and Service Award will be made available on the settlement website at [www.\[Website address\].com](http://www.[Website address].com) before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue Defendant on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

To opt-out of the Settlement, you must mail a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, email address (if any) and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or email. The opt-out request must be postmarked by and sent to the Settlement Administrator at the following address by [Deadline]:

*Richardson v. Cumberland Heights Foundation, Inc.*  
Attn: Opt-Out Requests  
50 Corporate Park  
Irvine, CA 92606

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

No. Unless you opt-out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt-out of the Action to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and Service Award. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and Service Award. To object, you must mail timely written notice to the Settlement Administrator, the Court, Class Counsel and Defendant's Counsel as provided below no later than [Deadline], stating you object to the Settlement.

The objection must include all the following additional information:

- a. the name of this Action, *Richardson v. Cumberland Heights Foundation, Inc.*, Case No. 24-1258-I;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. 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;
- e. 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;
- f. 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;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. 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 mailed, postmarked by no later than [Date] to the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Chancery Court for Davidson County, Tennessee [Address]	J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203  Leigh Montgomery EKSM, LLP 4200 Montrose Street, Suite 200 Houston, TX 77006	David M. Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005	Richardson v. Cumberland Heights Foundation, Inc. Attn: Objections 50 Corporate Park Irvine, CA 92606

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, Service Award, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing on **[Date/Time]** before Judge **[Judge]** at the **[Court address]**.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees and costs, and the Service Award to Plaintiff. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.\[Website address\].com](http://www.[Website address].com).

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

## IF YOU DO NOTHING

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

## GETTING MORE INFORMATION

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.\[Website address\].com](http://www.[Website address].com), by calling [Toll-free number] or by writing to:

*Richardson v. Cumberland Heights Foundation, Inc.*  
50 Corporate Park  
Irvine, CA 92606  
[Email address]@cptgroup.com

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF  
THE COURT REGARDING THIS NOTICE.**

# **EXHIBIT 3**

**Must be postmarked or submitted online  
NO LATER THAN [DATE]**

*Richardson v. Cumberland Heights Foundation, Inc.*  
50 Corporate Park  
Irvine, CA 92606  
www.[Web Address].com

## Claim Form

### SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information may have been implicated in the *Richardson v. Cumberland Heights Foundation, Inc.* Data Incident that took place on or about February 21, 2024 and if you did not opt out of the Settlement, you may submit a claim.

**The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above.**

**You may be eligible for the following settlement benefits.**

- Credit Monitoring:** You may claim two years of single bureau CyEx Medical Shield Complete regardless of whether you submit a claim for Documented Out-of-Pocket Expenses and Losses or a claim for Alternative Cash Payment. Enrollment instructions will be provided following final approval of the Settlement.
- Reimbursement of Documented Out-of-Pocket Expenses and Losses:** You may submit a claim for reimbursement of documented out-of-pocket expenses and losses up to \$1,000 per Settlement Class Member that are fairly traceable to the Data Incident. These claims (1) must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss was fairly traceable to the Data Incident; (4) the expense or loss was incurred after the first date of the Data Incident; and (5) the expense or loss was not already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party. The necessary documentation must be from a third-party source. The categories of reimbursable expenses or losses include, but are not limited to, unreimbursed financial losses due to fraud or identity theft; bank fees; postage; copying; travel costs; and notary fees related to addressing the misuse of the Class Members' Social Security number or date of birth; fees for credit repair services; and costs for additional credit reports, credit monitoring, or other identity theft insurance products.
- Alternative Cash Payment:** In the alternative to making a claim for Documented Out-Of-Pocket Expenses and Losses, you may elect to receive a \$45 alternative cash payment. If the Settlement Administrator deems any claims for out-of-pocket expenses or losses to be invalid and not cured, the Settlement Administrator shall deem such claim as one for the alternative cash payment.

**Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.**

For more information and complete instructions visit [www.\[Web Address\].com](http://www.[Web Address].com).

**Settlement benefits will be distributed after the Settlement is approved by the Court and final.**

## Your Information

*This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [Email]@cptgroup.com.*

First Name

Last Name

Mailing Address

City

## State

ZIP Code

### Phone Number

$$\boxed{\phantom{0}} \quad - \quad \boxed{\phantom{0}0} \quad - \quad \boxed{\phantom{0}00}$$

Email Address

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Unique ID (as shown on the notice you received)

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## Credit Monitoring Services

## 1. Credit Monitoring:

Check this box to receive two years of single bureau CyEx Medical Shield Complete credit monitoring services.

## Cash Payment

You may submit a claim for either Reimbursement of Documented Out-of-Pocket Expenses and Losses or Alternative Cash Payment.

**2. Reimbursement for Documented Out-of-Pocket Expenses and Losses:** You may receive reimbursement for documented losses up to \$1,000 total, if you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money.

**Examples of Documented Out-of-Pocket Expenses and Losses include:** (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Settlement Class Member's Private Information; (ii) costs incurred on or after February 21, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any documented out-of-pocket expenses and losses such as notary, fax, postage, copying, travel costs, and long-distance telephone charges.

**Examples of third-party supporting documentation include (but are not limited to):** (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including identity protection or credit monitoring services previously offered.

To obtain reimbursement under Documented Out-of-Pocket Expenses and Losses, attach the supporting documentation, provide a brief description of the loss, and confirmation of whether you have been reimbursed from another source. The necessary documentation must be from a third-party source.

Date	Description of Documented Losses and Supporting Documents	Amount

**3. Alternative Cash Payment:** In the alternative to making a claim for Documented Out-of-Pocket Expenses and Losses, you may elect to receive a \$45 alternative cash payment.

Check this box to receive a \$45 Alternative Cash Payment.

### How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.\[Web Address\].com](http://www.[Web Address].com).

### Attestation & Signature

I declare under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge. I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
MM DD YYYY

# **EXHIBIT 4**

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

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

Plaintiff,

Case No. 24-1258-I

v.

CUMBERLAND HEIGHTS  
FOUNDATION, INC.

Defendant.

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**[PROPOSED] ORDER GRANTING PLAINTIFF'S  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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 having reviewed the Plaintiff's Motion for Preliminary Approval, the record in this case, and the 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.

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.

## **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 \_\_\_\_\_  
at \_\_\_\_ [a.m./p.m.], in the Circuit Court for Davidson County, Tennessee at Nashville Courthouse, located at \_\_\_\_\_, 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.

Dated: \_\_\_\_\_

The Honorable Patricia Head Moskal  
Chancellor, Part I