

# Exhibit F

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE**

DANIEL SMITH, RICHARD COHEN,  
WAYMON BLEVINS, VICKIE LYNN  
BLEVINS, DANA JONES, individually and on  
behalf of her minor child A.J., ANN LOVELL,  
and MATTHEW HAMMOND, on behalf of his  
minor child R.H., individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

SPECIALTY NETWORKS, LLC, and PRIME  
IMAGING, LLC

Defendants.

No. 1:24-cv-00286-CLC-CHS

Judge Curtis L. Collier

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**SETTLEMENT AGREEMENT AND RELEASES**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs Daniel Smith, Richard Cohen, Waymon Blevins, Vickie Lynn Blevins, Dana Jones, individually and on behalf of her minor child A.J., Ann Lovell, and Matthew Hammond, on behalf of his minor child R.H. (collectively “Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendants Specialty Networks, LLC (“Specialty Networks”) and Prime Imaging, LLC (“Prime Imaging,” collectively, “Defendants”), subject to preliminary and final Court approval. As provided herein, Defendants and Plaintiffs hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class against the Defendants in connection with the Data Security Incident as alleged in the action titled *Daniel Smith, et al. v. Specialty Networks, LLC, et al.*, Case

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<sup>1</sup> Unless provided elsewhere, all capitalized terms herein shall have the same meanings as those defined in Section II herein.

No. 1:24-cv-00286-CLC-CHS, pending in the United States District Court for the Eastern District of Tennessee, shall be settled and compromised upon the terms and conditions contained herein. The Plaintiffs and Defendants are collectively referred to herein as the “Parties.”

**I. PROCEDURAL HISTORY**

1. Specialty Networks, provides radiology information systems, digital transcription services, and Enterprise Practice Management solutions for medical facilities.

2. Prime Imaging is a medical provider of radiology and other diagnostic imaging technology, for which Specialty Networks provides services. As part of that relationship, Specialty Networks manages and stores data related to Prime Imaging’s patients.

3. On or about December 18, 2023, Specialty Networks became aware of unusual activity within its network. In response, Specialty Networks launched an investigation which revealed that an unauthorized actor potentially accessed data that included the following personal information of current or former patients of Specialty Networks’ provider clients: names, dates of birth, driver’s license numbers, Social Security numbers, medical record numbers, treatment and condition information, diagnoses, medications, and health insurance information.

4. On about August 15, 2024, Specialty Networks began notifying approximately 395,866 potentially impacted individuals by mail that their Private Information may have been impacted by the Data Security Incident. Substitute notice was also provided for a population of 12,234 individuals for whom there was inadequate address information.

5. As a result, on August 20, 2024, Plaintiff Daniel Smith filed a complaint against Specialty Networks asserting several causes of action related to its role in the Data Security Incident. [ECF No. 1].

6. Following the filing of Plaintiff Smith’s complaint, Specialty Networks and/or

Prime Imaging were named as defendants in five other Related Actions that were materially and substantively similar, as they had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Security Incident.

7. On September 24, 2024, Plaintiffs in the Related Actions filed a motion to consolidate the Related Actions and appoint Counsel J. Gerard Stranch, IV as Interim Class Counsel. [ECF No. 12]. The Court granted the motion on October 8, 2024. [ECF No. 16].

8. On November 7, 2024, Plaintiffs filed a Consolidated Complaint in the Action against Defendants with causes of action sounding in negligence, breach of fiduciary duty, breach of third-party beneficiary contract, unjust enrichment, and invasion of privacy. [ECF No. 18].

9. On November 8, 2024, and again on December 4, 2024, the Parties moved for an extension of time for Defendants to file a response to the Consolidated Complaint, which motions were granted. [ECF Nos. 23, 28, 37, 38].

10. Shortly thereafter, the Parties began discussing settlement and scheduled a mediation with experienced class action mediator Ret. Judge Daryl R. Fansler of Bernstein, Stair & McAdams LLP, which was the earliest date available for all Parties and the mediator.

11. On January 3, 2025, the Parties filed a Joint Motion to Stay Proceedings Pending Mediation. [ECF No. 40]. The Court granted the motion on January 8, 2025. [ECF No. 41].

12. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendants, to which Defendants responded by providing information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of individuals potentially impacted, and the specific type of information potentially impacted. The Parties also exchanged mediation statements in advance of the mediation.

13. The Parties mediated on February 3, 2025. Following a full day of mediation, the

Parties reached an agreement on the material terms of a class wide settlement.

14. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties against the Released Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the potential litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not concede any of the allegations in the other complaints in the Related Actions), and expressly disclaim and deny 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. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do 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 Plaintiffs, Defendants, and all Settlement Class Members.

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

15. “**Action**” means the consolidated class action lawsuit entitled: *Daniel Smith, et al. v. Specialty Networks, LLC, et al.*, No.: 1:24-cv-00286-CLC-CHS, pending in the United States District Court for the Eastern District of Tennessee.

16. “**Agreement**” or “**Settlement Agreement**” means this Settlement Agreement and Releases, including its attached Exhibits (which are an integral part of this Settlement Agreement and Releases and are incorporated in their entirety herein by reference).

17. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval for attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives.

18. “**CAFA Notice**” means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval. CAFA Notice is considered a Settlement Administration cost.

19. “**Cash Payment**” means compensation paid to Settlement Class Members who submitted a Claim and elected either Cash Payment A – Documented Losses or Cash Payment B – Flat Cash.

20. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of Five Thousand Dollars (\$5,000.00), that Settlement Class members, who incurred documented losses and expenses, may elect upon submission of a valid Claim Form, pursuant to Section V herein.

21. “**Cash Payment B – Flat Cash**” means the Settlement Class Member Benefit

consisting of an estimated One Hundred Dollars (\$100.00) cash payment, that Settlement Class members may elect upon submission of a valid Claim Form, pursuant to Section V herein.

22. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

23. “**Claim Form**” means the form Settlement Class Members must submit to be eligible for relief under the terms of the Settlement, the proposed form of which is attached hereto as **Exhibit 3**, which may be modified, subject to the Parties approval, to meet the requirements of the Settlement Administrator.

24. “**Claim Form Deadline**” means the deadline by which a Claim Form must be postmarked or submitted electronically to the Settlement Website, in order for a Settlement Class Member to be entitled to any of the monetary consideration contemplated in this Settlement Agreement. The Claims Deadline shall be sixty (60) days after the Notice Deadline.

25. “**Claimant**” means a Settlement Class member who submits a Claim Form.

26. “**Claims Process**” means the process by which Settlement Class members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

27. “**Class Counsel**” means J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

28. “**Class List**” shall mean a list compiled by the Settlement Administrator that shall include all persons identified by Defendants to be Settlement Class Members and whose full name and current or last known address is provided to the Settlement Administrator by Defendants. Defendants shall provide the Class List to the Settlement Administrator within ten (10) days after the Court’s entry of the Preliminary Approval Order.

29. **“Class Representatives”** mean Daniel Smith, Richard Cohen, Waymon Blevins, Vickie Lynn Blevins, Dana Jones, individually and on behalf of her minor child A.J, Ann Lovell, and Matthew Hammond, on behalf of his minor child R.H.

30. **“Complaint”** or **“Consolidated Complaint”** means the Consolidated Class Action Complaint filed by Plaintiffs on November 7, 2024.

31. **“Court”** means the United States District Court for the Eastern District of Tennessee and the Judge(s) assigned to the Action.

32. **“Credit Monitoring”** means the three years with three credit bureaus of credit/data monitoring that Settlement Class members may elect to receive pursuant to Section V herein.

33. **“Data Security Incident”** means the cybersecurity incident involving Specialty Networks resulting in the potential unauthorized access of Settlement Class Members’ Private Information, which Specialty Networks discovered on or about December 18, 2023.

34. **“Defendants”** means Specialty Networks, LLC and Prime Imaging, LLC, collectively.

35. **“Defendants’ Counsel”** means Jordan O’Donnell of Mullen Coughlin LLC.

36. **“Effective Date”** means one (1) day after date when this Agreement becomes Final, as defined herein.

37. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

38. **“Final”** means each and every of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by all Parties and their counsel; (2) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, as provided herein;

(3) the Court-approved Notice has been sent and the Settlement Website has been fully created and maintained as ordered by the Court; (4) the Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided herein; and (5) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal or seek permission to appeal themselves have expired, or (ii) if an appeal or other review proceeding of the judgment has been commenced, it has been finally concluded and no longer is subject to further review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has finally been resolved in a manner that affirms the Final Approval Order in all material respects. Notwithstanding the above, any order modifying or reversing any Service Awards or award of attorney's fees or costs shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

39. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

40. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

41. **“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 Service Awards to the Class Representatives.

42. **“Frequently Asked Questions”** or **“FAQs”** are questions and answers to those

questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement.

43. “**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.

44. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

45. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

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

47. “**Notice Deadline**” mean the date by which the Settlement Administrator must first mail notice to the Settlement Class to the pursuant to the Notice Program, which shall be thirty (30) days after the Court has entered the Preliminary Approval Order

48. “**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.

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

50. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by

the Court.

51. “**Opt-Out Deadline**” means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline, or such other date as ordered by the Court

52. “**Party**” or “**Parties**” means each of the Plaintiffs and Defendants, and “**Parties**” means Plaintiffs and Defendants collectively.

53. “**Plaintiffs**” means Daniel Smith, Richard Cohen, Waymon Blevins, Vickie Lynn Blevins, Dana Jones, individually and on behalf of her minor child A.J., Ann Lovell, and Matthew Hammond, on behalf of his minor child R.H..

54. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit 1** that the Settlement Administrator shall disseminate to Settlement Class members by mail.

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

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

57. “**Private Information**” means the information stored by Specialty Networks related to individuals within the definition of the Settlement Class, and which constitutes their names, dates of birth, driver’s license numbers, Social Security numbers, medical record numbers, treatment and condition information, diagnoses, medications, and/or health insurance information. The term “Private Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or source of law beyond this Agreement.

58. “**Related Actions**” means *Daniel Smith, et al. v. Specialty Networks, LLC, et al.*, Case No. 1:24-cv-00286-CLC-CHS, along with *Richard Cohen v. Specialty Networks, LLC*, No. 24-cv-00287 (“*Cohen*”), *Waymon Blevins and Vickie Lynn Blevins v. Specialty Networks, LLC*, No. 24-cv-00288 (“*Blevins*”), *Dana Jones, et al. v. Specialty Networks, LLC*, No. 24-cv-00291 (“*Jones*”), *Ann Lovell v. Specialty Networks, LLC and Prime Imaging, LLC*, No. 24-cv-00305 (“*Lovell*”); *Lisa Bryson v. Specialty Networks, LLC and Specialty Networks II, LLC*, Case No. 1:24-cv-00319.

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

60. “**Released Claims**” means any and all past, present, and future claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, penalties, remedies, matters, and issues of any kind or nature, whether known or unknown, contingent or absolute, existing or potential, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, liquidated or unliquidated, legal, statutory, or equitable, in the Action or Related Actions, or in any court, tribunal, or proceeding by or on behalf of the Plaintiffs or any members of the Settlement Class, arising out of, or relating to the Data Security Incident, and which have been asserted or could have been asserted based on the facts alleged in this Action or the Related Actions against any of the Released Parties (defined below) whether based on federal, state, local, statutory, common law, or any other law, rule or regulation, including the law of any jurisdiction outside the United States, against any or all of the Released Parties, which the Plaintiffs or any member of the Settlement Class ever had, now has, or hereinafter may have, prior to entry of the final order and judgment in this Action or the Related Actions. Released Claims include all Unknown Claims, as defined below. Released Claims shall not include the right of

Plaintiffs, Settlement Class Members, or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action or Related Actions.

61. **“Released Parties”** means Specialty Networks, LLC; Specialty Networks II, LLC; Prime Imaging LLC d/b/a PIVC/PrimeImaging & Vein Center Gunbarrel, PrimeImaging COC/PrimeImaging Chattanooga Outpatient Center, PrimeImaging PET/CT, and PrimeImaging Tennessee Imaging & Vein Center; Allied Professional Services, Inc. d/b/a Mobile Sonix and Allied Mobile; Diagnostic Radiology Consultants, P.A. d/b/a Chattanooga Ear Nose & Throat Associates, Dyer Orthopedic, Frank Kimsey MD, Hamilton County, Ortho South Imaging and Wellness Clinic; EN, LLC d/b/a Express Care; Galen Medical Group, P.C. d/b/a Galen Hepatology; Insight Imaging, LLC d/b/a Videre and Videre Diagnostics; Knight Health Holdings, LLC d/b/a Kindred Hospital Chattanooga; any provider customers or clients of Specialty Networks, LLC that had patient information potentially impacted in the Data Security Incident; and any and all of their present or past direct or indirect heirs, executors, estates, affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries (**“Released Entities”**), and the owners, associates, employers, employees, agents, consultants, contractors, independent contractors, vendors, insurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, accountants, administrators, bankruptcy trustee(s), financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives, successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors, and general or limited partners of the Released Entities.

62. **“Releasing Parties”** shall refer, jointly and severally, and individually and

collectively, to Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

63. “**Service Awards**” means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

64. “**Settlement Administrator**” means, subject to Court approval, Kroll Settlement Administration LLC or “Kroll”.

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

66. “**Settlement Class**” means “all living individuals residing in the United States whose Private Information was identified as being potentially impacted in the Data Security Incident, including those who were sent a notice by Specialty Networks, LLC, regarding their Private Information being potentially impacted in the Data Security Incident.” Excluded from the Settlement Class are all persons who are: (a) employees, directors, officers, and agents of Defendants; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff. For purposes of settling this Action, the Parties conditionally stipulate and agree that the requirements for establishing class certification with respect to the Settlement Class have been met, and that the Settlement Class is comprised of approximately 408,103 individuals.

67. “**Settlement Class Member**” shall mean an individual who falls within the definition of the Settlement Class.

68. “**Settlement Class Member Benefit**” means the Cash Payment and/or Credit

Monitoring that Settlement Class members may elect to Claim pursuant to Section V herein.

69. **“Settlement Fund”** means the non-reversionary common fund amount of Two Million Six Hundred Thousand Dollars (\$2,600,000.00), which Defendants agree to pay to resolve the claims of the Settlement Class, and to fund all relief to the Settlement Class as described herein, including the costs of Notice and Settlement Administration Costs, Service Awards, and the Fee and Expense Request of Class Counsel, this being the full and complete limit and extent of Defendants’ obligations with respect to the Settlement. For purposes of this Agreement, the Settlement Fund does not exist until the Court has granted Final Approval and the Settlement is Final.

70. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the 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 Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for ninety (90) days after Final Approval.

71. **“Taxes and Tax-Related Expenses”** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

72. **“Unknown Claims”** means any of the Released Claims that Plaintiffs, any member

of the Settlement Class, or any Releasing Party does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object to, and/or participate in the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Releasing Parties intend to and expressly shall have waived the provisions, rights, and benefits and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable to California Civil Code §1542, which provides:

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.

Upon the Effective Date, each of the Releasing Parties may hereafter discover facts in addition to, or different from, those that he or she, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

73. **“United States”** as used in this Settlement Agreement includes the District of Columbia and all U.S. territories.

74. **“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) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on 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. SETTLEMENT FUND**

75. Within twenty-five (25) days of the Preliminary Approval Order, Defendants will cause to be paid to the Settlement Administrator an amount indicated by the Settlement Administrator as the cost for notice to be sent to all Settlement Class Members, which amount will be credited towards the \$2,600,000.00 total amount of the Settlement Fund. The Settlement Administrator shall provide an invoice for this amount as well as wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms to Defendants within five (5) days of the Preliminary Approval Order. To the extent this Settlement is not finally approved, Defendants will be entitled to the return of any amounts not already incurred and expended by the Settlement Administrator in connection with Settlement Administration.

76. Within twenty (20) days of the Effective Date, Defendants will cause to be paid to the Settlement Administrator the remaining amount of the Settlement Fund minus the amounts advanced by Defendants for certain notice and administration costs, as described in the above paragraph. The Settlement Administrator shall provide wiring instructions and a properly

completed and duly executed IRS Form W-9, along with any other necessary forms to Defendants within ten (10) days of entry of the order by the Court granting Final Approval of the Settlement. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendants' liability under this Settlement Agreement shall not exceed two million six hundred thousand dollars and no/100 cents (\$2,600,000.00). The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, and all Settlement Class Member Benefits.

77. All payments from Defendants as described in the above paragraphs shall be caused by the Settlement Administrator to be deposited into the Escrow Account.

78. Upon the Final Approval Order, the funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid by the Settlement Administrator out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund,

including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

79. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Section XIV.

80. The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by the Class Representatives or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. The Class Representatives and Participating Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

#### **IV. CERTIFICATION OF THE SETTLEMENT CLASS**

81. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree 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, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **V. SETTLEMENT CONSIDERATION**

82. When submitting a Claim, Settlement Class members must choose either Cash Payment A – Documented Losses and Expenses or Cash Payment B – Cash Payment. Additionally, all Settlement Class Members may elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against the Released Entities without receiving a Settlement Class Member Benefit.

**a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to Five Thousand Dollars (\$5,000.00) per Settlement Class Member upon presentment of documented losses fairly traceable to the Data Security Incident. To receive a documented loss or expense payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Documented losses may include, without limitation, unreimbursed costs, losses, or expenditures relating to fraud or identity theft; professional fees including accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members will be required to submit to the Settlement Administrator the information and reasonable third-party documentation supporting the losses to evaluate the claim as set forth in the Claim Form, including but not limited to: (1) the Settlement Class Member's name and current address; (2) documentation supporting the unreimbursed cost(s), loss(es), or expenditure(s); and (3) a brief description of the documentation describing the nature of the cost(s), loss(es), or expenditure(s), if the nature of the cost(s), loss(es), or

expenditure(s) are not apparent from the documentation alone. “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. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

**b. Cash Payment B – Flat Cash**

As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Flat Cash, which is a flat cash payment in an estimated amount of One Hundred Dollars (\$100.00) but will be increased or decreased based on the number of claims filed to ensure the Settlement Fund is exhausted.

**c. Credit Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may elect to receive three years of Credit Monitoring. The Credit Monitoring will include: (i) real time monitoring of the Settlement Class Member’s credit file at three bureaus; (ii) dark web scanning with immediate notification of potential misuse; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (v) identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolves instances of theft. The Credit Monitoring has a value of One Hundred and Ten Dollars (\$110.00) per year per Settlement Class Member.

83. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will

be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Credit Monitoring and documented losses and expenses, and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

84. **Injunctive Relief** – Defendant Specialty Networks, which suffered the Data Security Incident, has or will implement a range of additional cybersecurity measures over a three-year period, which are valued at approximately Three Hundred Thousand Dollars (\$300,000.00) over that period. For security purposes, these additional cybersecurity measures will remain confidential, but Class Counsel believes they are substantial and significantly improve the protections afforded to the sensitive data held in Specialty Networks' information systems.

## **VI. SETTLEMENT APPROVAL**

85. Within ten (10) days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

86. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for

Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint all those who signed this Agreement as Class Representatives and J. Gerard Stranch, IV as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

## **VII. SETTLEMENT ADMINISTRATOR**

87. The Parties agree that, subject to Court approval, Kroll Settlement Administration LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. 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.

88. The Settlement Administrator shall administer various aspects of the Settlement as described in the next 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, administering the Settlement Fund, and distributing the Cash Payments and Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

89. The Settlement Administrator's duties include:

- a. Providing CAFA Notice;
- b. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on 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 Valid Claims;
- c. Establishing and maintaining the Escrow Account approved by the Parties;

- d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- f. Establishing and maintaining an automated toll-free telephone line 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;
- g. Responding to any mailed Settlement Class Member inquiries;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendants' 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;
- j. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that 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;
- k. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;
- l. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service.
- m. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;
- n. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and
- o. Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit

Monitoring access information have been properly distributed

90. **Limitation of Liability.** The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

91. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendants' Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Program and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

#### **VIII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND OBJECTION PROCEDURES**

92. Defendants 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, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

93. 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. Settlement Class Members receive a Postcard Notice by mail.

94. The Postcard Notice shall include, among other information: 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 Application for Attorneys' Fees, Costs, and Service Awards; 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.

95. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first 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.

96. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. 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 Deadline, which is sixty (60) days after the Notice Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. 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.

97. 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 Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, which is no later than sixty (60) days after the Notice Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves 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 courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

98. For an objection to be considered by the Court, the objection must also set forth:

- 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 (5) 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 Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) 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 upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five (5) years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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).

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

99. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than sixty (60) 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.

100. The Notice Program shall be completed no later than sixty (60) days before the original date set for the Final Approval Hearing.

**IX. CLAIM FORM PROCESS AND DISBURSEMENT OF SETTLEMENT CLASS MEMBER BENEFITS**

101. 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.

102. 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.

103. 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.

104. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate 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. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

105. 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 Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

106. 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 Claimant or 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 Claimant 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 Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked to reply to the Notice of Deficiency and provide the required information. If the Claimant 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 Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

107. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- 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.

108. 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;

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, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants; and

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

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

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

111. The Settlement Administrator shall distribute the Settlement Class Member

Benefits no later than thirty (30) days after the Effective Date.

112. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of ninety (90) days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. 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 become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

113. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

**X. FINAL APPROVAL ORDER AND FINAL JUDGMENT**

114. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than forty-five (45) days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court

will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

115. 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 the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, 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. 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;
- e. Release Defendants and the other Released Entities from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

#### **XI. SERVICE AWARDS, ATTORNEYS' FEES AND COSTS**

116. **Service Awards** – The Class Representatives may seek Service Awards of up to \$2,500 each, subject to Court approval. The Service Awards shall be payable out of the Settlement

Fund by the Settlement Administrator to Class Counsel or to the Class Representatives directly, within five (5) days of when Defendants fully fund the Settlement Fund after the Final Approval Order. Class Counsel will provide the Settlement Administrator with instructions following the Effective Date.

117. **Attorneys' Fees and Costs** - Class Counsel may apply to the Court for an award of attorneys' fees of up to one-third of the total value of the Settlement, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be payable out of the Settlement Fund by the Settlement Administrator by wire transfer to an account designated by Class Counsel within five (5) days of when Defendants fully fund the Settlement Fund.

118. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, 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. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

## **XII. DISPOSITION OF RESIDUAL FUNDS**

119. In the event there are funds remaining in the Settlement Fund following the ninety (90) day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Legal Aid Society of Middle Tennessee and the Cumberland as the *cy pres* recipient.

## **XIII. RELEASES**

120. 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 the Unknown Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Security Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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 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 or Unknown Claims.

121. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

122. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

123. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendants or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the

Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **XIV. TERMINATION OF SETTLEMENT**

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII 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, all appeals taken from the Final Approval Order are resolved in favor of Final Approval, and all periods with which to appeal have expired; and
- d. The Effective Date has occurred.

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

126. Defendants shall have the option to terminate this Agreement if more than four hundred (400) members of the Settlement Class opt-out of the Settlement. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

127. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good

faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

128. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. 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*.

129. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already incurred and paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within twenty (20) days of termination.

#### **XV. EFFECT OF TERMINATION**

130. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of

Plaintiffs', Class Counsel's, Defendants', and Defendants' 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* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

131. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendants did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all the Parties' respective pre-Settlement claims and defenses will be preserved.

132. 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.

#### **XVI. NO ADMISSION OF LIABILITY**

133. 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. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing

of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the potential 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.

134. 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 have 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.

135. 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.

136. 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 Plaintiffs 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.

137. In addition to any other defenses Defendants 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.

## **XVII. MISCELLANEOUS PROVISIONS**

138. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

140. **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.

141. **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.

142. **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.

143. **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 hereto, except as provided for herein.

144. **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.

145. **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.

146. **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. Original signatures are

not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

147. **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.

148. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

J. Gerard Stranch, IV  
**STRANCH, JENNINGS & GARVEY, PLLC**  
 The Freedom Center  
 223 Rosa L. Parks Avenue, Suite 200  
 Nashville, TN 37203  
 gstranch@stranchlaw.com

If to Defendants or Defendants' Counsel:

Jordan S. O'Donnell  
**MULLEN COUGHLIN, LLC**  
 426 W. Lancaster Avenue, Suite 200  
 Devon, PA 19333  
 jsodonnell@mullen.law

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 as a result of the Notice Program.

149. **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, approved by the Court.

150. **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.

151. **Authority.** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants respectively to all terms of this Agreement. 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 of the terms and provisions of this Agreement.

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

153. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this 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, that 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 and their experts 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. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their 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.

154. **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.

*Signature Page to Follow*

## PLAINTIFFS

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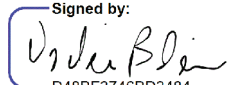
Daniel Smith

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Richard Cohen

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Waymon Blevins

Signed by:  
  
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VICKIE Lynn Blevins

5/14/2025 | 11:47 AM CDT

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Dana Jones, individually and on behalf of her minor child A.J.

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Ann Lovell

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Matthew Hammond, on behalf of his minor child R.H.

## CLASS COUNSEL

Signed by:  
  
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J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC

5/14/2025 | 10:54 AM CDT

## SPECIALTY NETWORKS, LLC

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By  
Its

## PRIME IMAGING, LLC

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By  
Its

## COUNSEL FOR DEFENDANTS

**PLAINTIFFS**

\_\_\_\_\_  
Daniel Smith

\_\_\_\_\_  
Richard Cohen

*Waymon S. Blevins*  
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Waymon Blevins

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Vickie Lynn Blevins

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Dana Jones, individually and on behalf of her minor child A.J.

\_\_\_\_\_  
Ann Lovell

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Matthew Hammond, on behalf of his minor child R.H.

**CLASS COUNSEL**

\_\_\_\_\_  
J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC

**SPECIALTY NETWORKS, LLC**


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By  
Its

**PRIME IMAGING, LLC**

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By  
Its

**COUNSEL FOR DEFENDANTS**

**PLAINTIFFS**

  
Daniel Smith (May 20, 2025 11:16 EDT)

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Daniel Smith

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Richard Cohen

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Waymon Blevins

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Vickie Lynn Blevins

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STRANCH, JENNINGS & GARVEY, PLLC

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By  
Its

**PRIME IMAGING, LLC**

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By  
Its

**COUNSEL FOR DEFENDANTS**

## **PLAINTIFFS**

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Daniel Smith

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Richard Cohen

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Waymon Blevins

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Vickie Lynn Blevins

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Dana Jones, individually and on behalf of her minor child A.J.



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Anna Lovell

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Matthew Hammond, on behalf of his minor child R.H.

## **CLASS COUNSEL**

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J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC

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J. Gerard Stranch, IV  
STRANCH, JENNINGS & GARVEY, PLLC

## SPECIALTY NETWORKS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

## PRIME IMAGING, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

## COUNSEL FOR DEFENDANTS

*Jordan O'Donnell*

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Jordan S. O'Donnell  
MULLEN COUGHLIN, LLC