

Exhibit G

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

**MICHAEL HARRIS, CHRISTOPHER
VAUGHT, CALEB NABORS, KATELYN
BUTLER, BRITTANY KUBBA, AND
DENNIS GOODINE**, *individually and on
behalf of all other similarly situated,*

Plaintiffs

v.

LEE UNIVERSITY,

Defendant.

Case 1:25-CV-107

Class Action

Judge Curtis L. Collier

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant. 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. Procedural History

1. Defendant Lee University is a private Christian university based in Cleveland, Tennessee.

2. As part of its business, Defendant required Plaintiffs and Settlement Class Members to submit non-public personal information to Defendant. Defendant collected and stored this data on its computer systems in order to provide services to Plaintiffs and Class Members.

3. On or about March 22, 2024, an unknown threat actor gained access to Defendant's systems and obtained and exfiltrated the Private Information belonging to approximately 136,928 individuals.

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

4. In April of 2024, notorious ransomware gang “Medusa” claimed that it exfiltrated the Private Information of Plaintiffs and the Settlement Class Members from Defendant, stealing nearly 388 GB of data from Defendant and demanding \$1 million in ransom.

5. On March 25, 2025, Defendant began notifying the impacted individuals that their Private Information may have been impacted by the Data Breach.

6. On April 1, 2025, Plaintiff Michael Harris filed a complaint in this Court on behalf of a national class of people allegedly impacted in the Data Breach.

7. Thereafter, Defendant was named in six additional related putative class actions that were materially and substantively identical, that had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Breach.

8. Thereafter, all Parties agreed to consolidate their actions and file applications for leadership.

9. The Court ultimately consolidated all actions into this Action and granted Plaintiffs’ counsels’ applications for leadership on July 24, 2025, appointing Andrew J. Shamis and J. Gerard Stranch, IV as Class Counsel.

10. On August 25, 2025, Plaintiffs filed their Consolidated Complaint alleging negligence, unjust enrichment, breach of implied contract, invasion of privacy, and declaratory/injunctive relief.

11. 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. 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 to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their

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. 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, Defendant, 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

12. “**Action**” means the consolidated class action lawsuit entitled: *Harris et. al. v. Lee University*, Case No. 1:25-cv-107, pending in the United States District Court for the Eastern District of Tennessee.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement.

14. “**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.

15. “**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.

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

20. “**Cash Payment A – Documented Losses**” means the benefit consisting of a maximum payment of \$5,000.00, that Settlement Class Members, who incurred documented losses may elect pursuant to Section V herein.

21. “**Cash Payment B – Cash Payment**” means the benefit consisting of a *pro rata* share of the Settlement Fund as described in Section V herein.

22. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment(s) and/or Credit Monitoring.

23. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 5*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

24. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Cash Payments and/or Credit Monitoring.

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 Andrew J. Shamis of Shamis & Gentile, P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

28. “**Class List**” means the list of Settlement Class Members’ names and postal addresses that Defendant maintains that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

29. “**Class Representatives**” means the Plaintiffs who are approved by the Court to serve as Class Representatives.

30. “**Complaint**” means the Consolidated Complaint filed by Plaintiffs on August 25, 2025.

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 one year with one bureau of credit monitoring provided that Settlement Class Members may elect to receive pursuant to Section V herein.

33. “**Data Breach**” means the cybersecurity incident that took place on or about March 22, 2024, involving Defendant Lee University and resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.

34. “**Defendant**” means Lee University.

35. “**Defendant’s Counsel**” means Mary Dohner-Smith and Younjin (Jennifer) Lee of Constangy, Brooks, Smith & Prophete, LLP.

36. “**Effective Date**” means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then

the Effective Date shall be the later of: (a) 30 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 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

37. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that may be distributed to Settlement Class Members for which email addresses identified by the Settlement Administrator.

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

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, substantially in the form attached hereto as *Exhibit 7*.

42. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 4*, 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.

43. “**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.

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

45. “**Net Settlement Fund**” means the Settlement Fund after deductions for Settlement Administration Costs, attorneys’ fees, costs, and Service Awards.

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

47. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement Class telephone line.

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

49. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

50. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

51. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

52. “**Plaintiffs**” means Michael Harris, Christopher Vaught, Caleb Nabors, Katelyn Butler, Brittany Kubba, and Dennis Goodine, the plaintiffs in the Complaint.

53. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement

Class Members by mail.

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

55. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 6*.

56. “**Private Information**” means information collected and/or maintained by Defendant, including, but not limited to some combination of full names, Social Security numbers, driver’s license numbers, government-issued ID numbers (e.g., passport, state ID card), financial information (e.g., account number, credit or debit card number), and medical information.

57. “**Publication Notice**” means the additional form of Notice, substantially in the form attached hereto as *Exhibit 3*, that the Settlement Administrator will use to conduct an online and social media notice campaign if the notice reach is expected to fall below ninety percent.

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

59. “**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, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, 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 claims made in the Complaint.

60. **“Released Parties”** means Defendant and each entity which is controlled by, controls, or is under common control with, Defendant and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees

61. **“Releasing Parties”** means Plaintiffs and Settlement Class Members, excluding Settlement Class Members who validly opt out or object to this Agreement, 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.

62. **“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.

63. **“Settlement Administrator”** means Kroll Settlement Administration, LLC (“Kroll”).

64. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

65. **“Settlement Class”** means all persons whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Lee University.

66. **“Settlement Class Member”** means any member of the Settlement Class.

67. **“Settlement Class Member Benefit(s)”** means Cash Payments, Credit Monitoring,

injunctive relief, Settlement Administration Costs, Class Counsel attorneys' fees, costs, and Class Representative Service Awards.

68. “**Settlement Fund**” means the non-reversionary \$1,750,000.00 in cash that Defendant is obligated to fund or cause to be funded under the terms of the Settlement, which shall be deposited into the Escrow Account. The Settlement Fund will be inclusive of all costs of settlement, including notice and administration costs, payments to settlement class members, service awards, and attorneys' fees.

69. “**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 at least six months after Final Approval.

70. “**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

71. Within 30 days following Preliminary Approval, Defendant shall fund or cause to fund \$1,750,000.00 in cash to the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay: (a) all claims for Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

72. 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) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's 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 out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

73. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. 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. 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

74. All Settlement Class Members may submit a Claim for the two Cash Payment options: (a) Cash Payment A – Documented Losses; and (b) Cash Payment B – Cash Payment. Additionally, all Settlement Class Members may elect to receive one year of Credit Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendant without receiving Cash Payments or Credit Monitoring.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member with third-party documentation, if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Breach (iii) the loss was incurred after the date of the Data Breach; and (iv) the Settlement Class Member made reasonable but unsuccessful efforts to avoid, or seek reimbursement for, the loss.

b. Cash Payment B –Cash Payment

In addition to electing Cash Payment A, a Settlement Class Member may receive Cash Payment B, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$100.00.

c. Credit Monitoring

In addition to Cash Payment A and Cash Payment B, Settlement Class Members may also make a Claim for Credit Monitoring that will include one year of one-bureau credit monitoring.

75. ***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 in the following order: (1) Cash Payment A – Documented Losses, (2) Credit Monitoring, and (3) Cash Payment B – Cash Payment. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund.

VI. Settlement Approval

76. Within 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.

77. The Motion for Preliminary Approval shall, among other things, request that 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 Plaintiffs as Class Representatives and Andrew J. Shamis 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 Defendant's Counsel.

VII. Settlement Administrator

78. The Parties agree that, subject to Court approval, Kroll Settlement Administration, LLC shall be the Settlement Administrator. Class Counsel and Defendant's Counsel 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.

79. 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.

80. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, Email notice (if email addresses are available), and Publication Notice, 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 Valid Claims;

- b. Establishing and maintaining the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. 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;
- f. Responding to any mailed Settlement Class Member inquiries;
- g. Processing all opt-out requests from the Settlement Class;
- h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice 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;
- i. 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, the number of Claims for each form of Cash Payment, and the number of Claims for Credit Monitoring, 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;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Credit Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendant's Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendant, 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.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

81. Defendant will make available to Class Counsel and the Settlement Administrator the Class List, no later than 10 days after entry of the Preliminary Approval Order, of all names, last known emails, and/or last known mailing addresses of Settlement Class Members, as reasonably available to Defendant. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

82. Within 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. Postcard Notice shall be sent to all Settlement Class Members for whom

postal addresses were included in the Class List or identified thereafter by the Settlement Administrator. Email Notice shall be sent to all Settlement Class Members for whom the Settlement Administrator is able to procure email addresses following reverse look ups or other reasonably accepted search methods. To the extent postal addresses and email addresses are identified by the Settlement Administrator, those Settlement Class Members shall receive only Email Notice. Settlement Class Members whose Email Notices bounce back or are otherwise undeliverable will be sent a Postcard Notice, to the extent a postal address can be identified. 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 45 days before the initial 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.

83. If the notice reach is below ninety percent of all Settlement Class Members, the Settlement Administrator shall conduct Publication Notice 45 days following Preliminary Approval and shall include the internet and various targeted social media. The Publication Notice will direct Settlement Class Members to the Settlement Website for more information about the Settlement and to learn how to submit a Claim and shall be operational for at least three weeks.

84. The Postcard Notice and Email 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 Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or apply 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 and Defendant's 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.

85. 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.

86. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice and Email 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 before the end of the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked by the Opt-Out 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. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. 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.

87. 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 and Email 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, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection prior to the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded 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 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.

88. 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 (if any);
- c. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- d. 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 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 years;

e. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

f. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

g. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding document requests.

89. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Form Process and Disbursement of Settlement Class Member Benefits

90. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to Cash Payments and Credit Monitoring and how to submit a Claim Form.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, 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 Defendant and Class Counsel otherwise agree.

96. 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.

97. 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 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 Defendant's 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.

98. 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. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

99. No person or entity shall have any claim against Defendant, Defendant's 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.

100. Defendant and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their 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 allocation of Cash Payments to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns

101. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

102. 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 180 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 Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's 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.

103. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Credit Monitoring receive instructions on how to enroll in the Credit Monitoring.

X. Final Approval Order and Final Judgment

104. 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 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments 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 arguments 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.

105. 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 Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, 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

106. ***Service Awards*** – The Class Representatives may seek Service Awards of up to \$2,500.00 each, not to exceed \$17,500 in total for the seven (7) Class Representatives, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

107. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs in an amount not to exceed \$583,333.33 of the Settlement Fund. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval. Defendant agrees not to oppose Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards.

108. This Settlement is not contingent on approval of the request for attorneys' fees, costs or Service Awards, and if the Court denies the requests or grants amounts less than what were

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.

109. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund. Interim Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs' counsel.

XII. Disposition of Residual Funds

110. In the event there are funds remaining in the Settlement Fund 20 days following a 180-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 Legal Aid of East Tennessee as the *cy pres* recipient.

XIII. Releases

111. 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, completely, and unconditionally released, discharged, and acquitted Defendant and any of its past, present, and future affiliates, assigns, predecessors, subsidiaries, and successors, and its past, present, and future advisors, agents, attorneys, trustees, consultants, directors, employees, independent contractors, insurers, joint venturers, officers, owners, shareholders, partners, representatives, and trustees, and the assigns, predecessors, subsidiaries, and successors of each of them from any and all claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member based on,

relating to, concerning, or arising out of the Data Breach and the allegations, circumstances, or facts described in the operative Complaint and the Action.

112. 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.

113. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs 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 Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

114. 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, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

115. 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 shall be cancelled and terminated, except that no order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the service award payments or attorneys' fees and costs shall constitute grounds for cancellation or termination of the Agreement.

116. If, prior to the filing of the Final Approval Motion, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance with the provisions of the Notice, and such Persons in the aggregate constitute more than half of a percent (.5%) of the Settlement Class, Defendant shall have, in its sole and absolute discretion, the option to terminate this settlement by giving notice as set forth below.

117. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs 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 Defendant within 20 days of termination.

XV. Effect of Termination

118. 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, 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* 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, and any order entered by this Court in accordance with the terms of this

Agreement shall be treated as vacated, *nunc pro tunc*.

119. 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

120. 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 specifically denies that a class could or should be certified in the Action for litigation purposes. 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.

121. 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.

122. This Agreement constitutes a compromise and settlement of disputed claims.

123. 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.

124. 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.

XVII. Miscellaneous Provisions

125. ***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 and may issue a joint statement/press release if they mutually agree to do so. 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 Defendant's 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. Defendant 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.

126. ***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.

127. ***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.

128. ***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.

129. ***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.

130. ***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.

131. **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.

132. **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.

133. **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.

134. **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.

135. **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:

Andrew J. Shamis
Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
ashamis@shamisgentile.com

J. Gerard Stranch, IV
Grayson Wells
Stranch, Jennings & Garvey, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com
gwells@stranchlaw.com

If to Defendant or Defendant's Counsel:

Mary Dohner-Smith
Constangy, Brooks, Smith & Prophete, LLP
750 Old Hickory Blvd., Suite 260-2
Brentwood, Tennessee 37027
mdohner@constangy.com

Younjin (Jennifer) Lee
Constangy, Brooks, Smith & Prophete, LLP
Laguna Hills Carlota Plaza
23046 Avenida de la Carlota, Suite 600
Laguna Hills, CA 92653
jlee@constangy.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 as a result of the Notice Program.

136. ***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.

137. **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.

138. **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 Defendant 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.

139. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant 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.

140. **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 the Settlement irrespective of what any

unexamined data later shows. It is the Parties' intention to resolve their disputes in pursuant to the terms of this Agreement now. 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.

141. ***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:

Date: January ___, 2025 By: Michael Harris
Michael Harris, Plaintiff

Date: January ___, 2025 By: _____
Christopher Vaught, Plaintiff

Date: January ___, 2025 By: _____
Caleb Nabors, Plaintiff

Date: January ___, 2025 By: _____
Katelyn Butler, Plaintiff

Date: January ___, 2025 By: _____
Brittany Kubba, Plaintiff

Date: January ___, 2025 By: _____
Dennis Goodine, Plaintiff

Date: September ___, 2025 By: _____
Phil Cook
President of Defendant Lee University

Date: January ____, 2025

By: _____
Michael Harris, Plaintiff

Date: January ____, 2025

By: *Christopher Vaught-Hall*

Christopher Vaught, Plaintiff

Date: January ____, 2025

By: _____
Caleb Nabors, Plaintiff

Date: January ____, 2025

By: _____
Katelyn Butler, Plaintiff

Date: January ____, 2025

By: _____
Brittany Kubba, Plaintiff

Date: January ____, 2025

By: _____
Dennis Goodine, Plaintiff

Date: September ____, 2025

By: _____
Phil Cook
President of Defendant Lee University

Date: January ___, 2025

By: _____
Michael Harris, Plaintiff

Date: January ___, 2025

By: _____
Christopher Vaught, Plaintiff

02 / 06 / 2026

Date: January ___, 2025

By: _____

Caleb Nabors, Plaintiff

Date: January ___, 2025

By: _____
Katelyn Butler, Plaintiff

Date: January ___, 2025

By: _____
Brittany Kubba, Plaintiff

Date: January ___, 2025

By: _____
Dennis Goodine, Plaintiff

Date: September ___, 2025

By: _____
Phil Cook
President of Defendant Lee University

Date: January ____, 2025

By: _____
Michael Harris, Plaintiff

Date: January ____, 2025

By: _____
Christopher Vaught, Plaintiff

Date: January ____, 2025

By: _____
Caleb Nabors, Plaintiff

Date: February 9, 2026

By: 
Katelyn Butler (Feb 9, 2026 14:53:52 EST)
Katelyn Butler, Plaintiff

Date: January ____, 2025

By: _____
Brittany Kubba, Plaintiff

Date: January ____, 2025

By: _____
Dennis Goodine, Plaintiff

Date: September ____, 2025

By: _____
Phil Cook
President of Defendant Lee University

Date: January ____, 2025

By: _____
Michael Harris, Plaintiff

Date: January ____, 2025

By: _____
Christopher Vaught, Plaintiff

Date: January ____, 2025

By: _____
Caleb Nabors, Plaintiff

Date: January ____, 2025

By: _____
Katelyn Butler, Plaintiff

Date: January ³¹ ____, 2025

By:  _____
Brittany Kubba (Feb 6, 2026 21:02:29 EST)
Brittany Kubba, Plaintiff

Date: January ____, 2025

By: _____
Dennis Goodine, Plaintiff

Date: September ____, 2025

By: _____
Phil Cook
President of Defendant Lee University

Date: January ____, 2025

By: _____
Michael Harris, Plaintiff

Date: January ____, 2025

By: _____
Christopher Vaught, Plaintiff

Date: January ____, 2025

By: _____
Caleb Nabors, Plaintiff

Date: January ____, 2025

By: _____
Katelyn Butler, Plaintiff

Date: January ____, 2025

By: _____
Brittany Kubba, Plaintiff

Date: January ____, 2025

By: Dennis Goodine
Dennis Goodine, Plaintiff

Date: September ____, 2025

By: _____
Phil Cook
President of Defendant Lee University

Date: January ____, 2025

By: _____
Michael Harris, Plaintiff

Date: January ____, 2025

By: _____
Christopher Vaught, Plaintiff

Date: January ____, 2025

By: _____
Caleb Nabors, Plaintiff

Date: January ____, 2025

By: _____
Katelyn Butler, Plaintiff

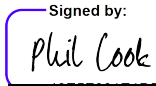
Date: January ____, 2025

By: _____
Brittany Kubba, Plaintiff

Date: January ____, 2025

By: _____
Dennis Goodine, Plaintiff

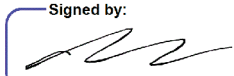
Date: September ____, 2025
2/9/2026

Signed by:

By: _____
48E5F661E1DF4DD...
Phil Cook
President of Defendant Lee University

Andrew Shamis

Andrew J. Shamis
SHAMIS & GENTILE, P.A.

Signed by:



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

COUNSEL FOR DEFENDANT

Younjin (Jennifer) Lee
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

CLASS COUNSEL (for Plaintiffs and the Settlement Class)

Andrew J. Shamis
SHAMIS & GENTILE, P.A.

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

COUNSEL FOR DEFENDANT

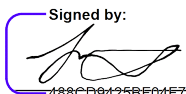
Signed by:

488CD9425BF04F7...
Younjin (Jennifer) Lee
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

EXHIBIT 1

To:
From:
Subject: Lee University Data Breach Settlement

Were you notified that your Private Information may have been compromised in a Data Breach that Lee University experienced on or around March 22, 2024? A proposed class action settlement may affect your rights.

A Settlement has been reached with Lee University, the Defendant in a class action lawsuit about a cybersecurity incident that occurred on or around March 22, 2024 (the “Data Breach.”) Defendant denies all Plaintiffs’ claims and maintains that it did not do anything wrong.

Am I included? You are receiving this Notice because Defendant’s records identify you are included in the Settlement Class. The Settlement Class consists of all persons whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Defendant.

What does the Settlement provide? If approved by the Court, Defendants will pay \$1,750,000 to resolve the Settlement.

The Settlement will provide one (1) year of one-bureau Credit Monitoring Services to all Settlement Class Members who submit a timely and Valid Claim for Credit Monitoring Services. Even if Settlement Class Members previously accepted the Defendant’s offer of complimentary Credit Monitoring Services, they may still claim this benefit.

The Settlement will also provide Cash Payments to people who submit timely and Valid Claim.

There are two types of payments that are available to Settlement Class Members:

- (1) Cash Payment A – Documented Losses which provides reimbursement of up to \$5,000 in out-of-pocket losses per claimant, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims; and
- (2) Cash Payment B – Cash Payment which consists of an estimated \$100 payment subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims.

How do I get the Settlement Class Member Benefits? You must file a Claim Form online at [www.\[website\].com](http://www.[website].com), or print a Claim Form from the Settlement Website and mail it to the address on the form by **Month XX, 202X**.

What are my other options? If you do nothing, you will not receive any Settlement Class Member Benefits, you will remain a member of the Settlement Class and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any Settlement Class Member Benefits but you want to keep your right to sue the Defendants for the claims resolved by this Settlement, you must opt out of the Settlement. If you do not opt out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline under the Settlement is **Month XX, 202X**.

The Court's Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** << time ET>> to decide whether to approve the Settlement, up to \$583,333.33 in attorneys' fees and expenses and \$2,500 Service Award payments to each of the Class Representatives. If approved, these amounts will be paid from the Settlement Fund before calculating and distributing Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

Want more information? Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and how to act on your rights and options, including how to file a Claim Form, object, and opt-out of the Settlement. You may also call **(xxx) xxx-xxxx** for more information.

EXHIBIT 2

Harris v. Lee University.
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

**To all persons whose
Private Information may
have been accessed during
a March 2024 Data Breach
that impacted Lee
University, a proposed class
action settlement may
affect your rights.**

For complete information, visit
[www.\[website\].com](http://www.[website].com).

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

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

Harris et al. v. Lee University, Case No. 1:25-cv-107
(United States District Court for the Eastern District of Tennessee)

Why am I receiving this Notice? You are receiving this Notice because Lee University's ("Defendant") records show your Private Information may have been compromised during a cybersecurity incident it experienced on or around March 22, 2024, ("the Data Breach.") The following types of information were present in the affected files that were accessed and acquired by the unauthorized actor: full names, Social Security Numbers, driver's license numbers, government-issued ID numbers (e.g., passport, state ID card), financial information (e.g., account number, credit or debit card number), and medical information. Defendant denies any wrongdoing and the Court has not ruled that it did anything wrong.

What are the Settlement Class Member Benefits? Settlement Class Members who submit a Valid Claim may receive the following benefits from a \$1,750,000 Settlement Fund:

- Credit Monitoring Services – one (1) year of one bureau credit monitoring.
- Cash Payment A – Documented Losses – Up to \$5,000 per claimant, subject to a *pro rata* (proportional) adjustment depending on the number of Valid Claims filed.
- Cash Payment B – Cash Payment – an estimated \$100 payment, subject to a *pro rata* (proportional) adjustment depending on the number of Valid Claims filed.

How do I Submit a Claim Form for Settlement Class Member Benefits? You must submit a Claim Form, available [www.\[website\].com](http://www.[website].com) to be eligible to receive a Settlement Class Member Benefit. Your completed Claim Form must be submitted online, or mailed to the Settlement Administrator and postmarked, on or before **Month**, 202X.

What are my other options? If you do nothing, you will be legally bound by the terms of the Settlement, and you will release your claims against Defendant and other Released Parties as defined in the Settlement Agreement. You may opt out of or file an objection to the Settlement by **Month**, 202X.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on **Month**, 202X <<time ET>>, to consider whether to approve the attorneys' fees and expenses (up to \$583,333.33), and Service Award payments (of \$2,500 per Plaintiff). You may appear at the Final Approval Hearing, either yourself or through an attorney hired by you, but you do not have to.

This Notice is only a summary. For more information on how to file a Claim Form, object, opt out of the Settlement, or to update your address, visit [www.\[website\].com](http://www.[website].com) or call toll free (800) [redacted].

Postage
Pre-paid

Harris v. Lee University
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY
SCANNING THE PROVIDED QR CODE

CLAIM FORM

Claims must be postmarked no later than **Month xx, 202x**. You MUST submit a Claim Form online to receive your payment electronically. You MUST submit a Claim Form online or use the full Claim Form on the Settlement Website to make a claim for reimbursement of Cash Payment A – Documented Losses.

Select one or both of the following:

Credit Monitoring: I want to receive (1) one year of one bureau Credit Monitoring Services.

Cash Payment B – Cash Payment: I want an estimated \$100 cash payment.

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: _____ Dated: _____ / _____ / _____

EXHIBIT 3

EXHIBIT 4

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Eastern District of Tennessee
Harris et al. v. Lee University, Case No. 1:25-CV-107

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED BY A DATA BREACH THAT LEE UNIVERSITY EXPERIENCED ON OR ABOUT MARCH 22, 2024, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A federal Court authorized this Long Form Notice (“Notice”). You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Lee University, the Defendant, in a class action lawsuit about a cybersecurity incident that occurred on or around March 22, 2024 (the “Data Breach.”)
- The lawsuit is captioned *Harris et. al, v. Lee University*, Case No. 1:25-cv-107 (United States District Court for the Eastern District of Tennessee). The Defendant denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the Action but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Lee University.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or mail it to the Settlement Administrator.	Month __, 202X
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out, you will not be able to receive any Settlement Class Member Benefits and you will be bound by the terms of the Settlement Agreement.	Month __, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your	Month __, 202X

	objection at the Final Approval Hearing. If you object, you may also file a Claim for Settlement Class Member Benefits.	
DO NOTHING	Unless you opt out of the Settlement, you are part of the Settlement. If you do nothing, you will not get a benefit from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is captioned *Harris et. al, v. Lee University*, Case No. 1:25-cv-107 (United States District Court for the Eastern District of Tennessee). The people that filed this Action are called the Plaintiffs and the entity they sued, Lee University, is called the Defendant.

2. What is this Action about?

This Action alleges that Private Information was impacted by the Data Breach that affected Lee University on or around March 22, 2024. The following types of information were present in the affected files that were accessed and acquired by the unauthorized actor: full names, Social Security Numbers, driver's license numbers, government-issued ID numbers (e.g., passport, state ID card), financial information (e.g., account number, credit or debit card number), and medical information.

Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Settlement Class Representatives" or "Plaintiffs." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Class Representatives are Michael Harris, Christopher Vaught, Caleb Nabors, Katelyn Butler, Brittany Kubba, and Dennis Goodine.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent the Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all persons whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Defendant.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Lee University, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

7. I am still not sure whether I am included.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling or writing to the Settlement Administrator at:

Toll-Free: () - *Harris v. Lee University*
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York NY 10150-XXXX

You may also view the Settlement Agreement at [www.\[website\].com](http://www.[website].com).

SETTLEMENT CLASS MEMBER BENEFITS

8. What can I get?

If approved by the Court, Defendant will establish a Settlement Fund of \$1,750,000 to pay all Valid Claims submitted by the Settlement Class, together with Settlement Administration Costs, attorneys' fees and costs, and any Service Award payment.

If you received a notice from the Defendant concerning the Data Breach, you may submit a Claim Form.

The Settlement will provide one (1) year of one-bureau Credit Monitoring Services to all Settlement Class Members who submit a timely and Valid Claim for Credit Monitoring Services. Even if Settlement Class Members previously accepted the Defendant's offer of complimentary Credit Monitoring services, they may still claim this benefit.

The Settlement will also provide Cash Payments to people who submit timely and Valid Claim Forms.

There are two types of payments that are available to Settlement Class Members:

- (1) Cash Payment A – Documented Losses which provides reimbursement of up to \$5,000 in Out-of-Pocket Losses per claimant, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims; and
- (2) Cash Payment B – Cash Payment which consists of an estimated \$100 payment subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET A BENEFIT – MAKING A CLAIM

10. How do I submit a Claim Form and get a Settlement Class Member Benefit?

Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) or mailed to the Settlement Administrator at:

Harris v. Lee University
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York NY 10150-XXXX

You may also contact the Settlement Administrator to request a Claim Form by telephone () - , or by U.S. mail at the address above.

11. What is the deadline for submitting a Claim Form?

If you submit a Claim Form by U.S. mail, the completed and signed Claim Form must be postmarked by **Month**, **202X**. If submitting a Claim Form online, you must do so by 11:59 pm ET, **Month XX, 202X**.

12. When will I get my benefit?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month**, **202**, at **: 0 p.m.** ET, to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A., Raina Borrelli of Strauss Borrelli PLLC and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, to represent you and other members of the Settlement Class (“Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court of no more than \$583,333.33 in attorney's fees and costs. Class Counsel is entitled to seek no more than one third (33%) of the Settlement Fund as reasonable attorneys' fees, subject to Court approval. As approved by the Court, the Class Representatives will each be paid a Service Award from the Settlement Fund for bringing and settling the case. The Class Representatives will seek no more than \$2,500 each as a Service Award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "Opting Out" of the Settlement Class. The Opt-Out Deadline to submit a request for exclusion from the Settlement is **Month __, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- your name, address, telephone number, and email address (if any);
- a statement indicating that you want to be excluded from the Settlement Class in *Harris et. al, v. Lee University*, Case No. 1:25-cv-107; and
- your personal signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month __, 202X**.

Harris v. Lee University
c/o Kroll Settlement Administration
ATTN: Exclusion Request PO Box **XXX**
New York, NY 10150-**XXXX**

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for attorneys' fees or Service Award payments, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (a) your 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 you or your counsel (if any); (c) the identity of all counsel (if any) who represent you, including any former or current counsel who may claim an entitlement to compensation for any reason related to

your objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (d) the number of times in which your counsel and/or your counsel's law firm have objected to a Settlement within the five years preceding the date of this objection is filed, the caption of each case in which counsel or the firm has made an objection and a copy of any orders related to or ruling upon counsel's or counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a Settlement within the preceding five years; (e) the identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing; (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 you intend to personally appear and/or testify at the Final Approval Hearing; and (h) your signature (an attorney's signature is not sufficient).

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Approval Hearing and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Action.

Objections must be filed with the Court no later than **Month __, 202X**.

Clerk of the Court
 Joel W. Solomon Federal Building
 900 Georgia Avenue
 Chattanooga, TN 37402

A copy of your objection also must be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month __, 202X**.

CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Andrew J. Shamis Shamis & Gentile, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33132 —and— J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue Suite 200 Nashville, TN 37203	Mary Dohner-Smith Constangy, Brooks, Smith & Prophete, LLP 750 Old Hickory Blvd. Suite 260-2 Brentwood, TN 37027 —and— Younjin (Jennifer) Lee Constangy, Brooks, Smith & Prophete, LLP Laguna Hills Carlota Plaza 23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653	<i>Harris v. Lee University</i> c/o Kroll Settlement Administration ATTN: Objections PO Box XXX New York, NY 10150- XXXX

18. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself/opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month**, 202X at **: 0 p.m. ET**, in at the **Joel W. Solomon Federal Building, United States Courthouse, 900 Georgia Avenue, Chattanooga, Tennessee 37402, Courtroom 3**, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award payments to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. If you do not like the Settlement, remember you may object to it, but you have to follow certain requirements (see Question 17). The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases of the Released Parties in the Settlement and not be eligible to receive a Settlement Class Member Benefit or other benefits from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information or update my address?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone, or mail:

Toll-Free: () -

Mail: *Harris v. Lee University*, c/o Kroll Settlement Administration LLC, P.O. Box XXX, New York, NY 10150-XXX.

Publicly filed documents can also be obtained by visiting the **Joel W. Solomon Federal Building, United States Courthouse** or by reviewing the Court's online docket. For those planning to visit the Court for more information, please contact the Court for its regular business hours and for any costs associated with obtaining documents maintained by the Court.

You may also contact Class Counsel, as follows:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Eastern District of Tennessee
Harris et al. v. Lee University, Case No. 1:25-CV-107

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED BY A DATA BREACH THAT LEE UNIVERSITY EXPERIENCED ON OR ABOUT MARCH 22, 2024, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

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- The lawsuit is captioned *Harris et. al, v. Lee University*, Case No. 1:25-cv-107 (United States District Court for the Eastern District of Tennessee). The Defendant denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the Action but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Lee University.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or mail it to the Settlement Administrator.	Month __, 202X
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out, you will not be able to receive any Settlement Class Member Benefits and you will be bound by the terms of the Settlement Agreement.	Month __, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your	Month __, 202X

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Eastern District of Tennessee
Harris et al. v. Lee University, Case No. 1:25-CV-107

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	objection at the Final Approval Hearing. If you object, you may also file a Claim for Settlement Class Member Benefits.	
DO NOTHING	Unless you opt out of the Settlement, you are part of the Settlement. If you do nothing, you will not get a benefit from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent the Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all persons whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Defendant.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Lee University, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

7. I am still not sure whether I am included.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling or writing to the Settlement Administrator at:

Toll-Free: () - *Harris v. Lee University*
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York NY 10150-XXXX

You may also view the Settlement Agreement at [www.\[website\].com](http://www.[website].com).

SETTLEMENT CLASS MEMBER BENEFITS

8. What can I get?

If approved by the Court, Defendant will establish a Settlement Fund of \$1,750,000 to pay all Valid Claims submitted by the Settlement Class, together with Settlement Administration Costs, attorneys' fees and costs, and any Service Award payment.

If you received a notice from the Defendant concerning the Data Breach, you may submit a Claim Form.

The Settlement will provide one (1) year of one-bureau Credit Monitoring Services to all Settlement Class Members who submit a timely and Valid Claim for Credit Monitoring Services. Even if Settlement Class Members previously accepted the Defendant's offer of complimentary Credit Monitoring services, they may still claim this benefit.

The Settlement will also provide Cash Payments to people who submit timely and Valid Claim Forms.

There are two types of payments that are available to Settlement Class Members:

- (1) Cash Payment A – Documented Losses which provides reimbursement of up to \$5,000 in Out-of-Pocket Losses per claimant, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims; and
- (2) Cash Payment B – Cash Payment which consists of an estimated \$100 payment subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET A BENEFIT – MAKING A CLAIM

10. How do I submit a Claim Form and get a Settlement Class Member Benefit?

Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) or mailed to the Settlement Administrator at:

Harris v. Lee University
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York NY 10150-XXXX

You may also contact the Settlement Administrator to request a Claim Form by telephone () - , or by U.S. mail at the address above.

11. What is the deadline for submitting a Claim Form?

If you submit a Claim Form by U.S. mail, the completed and signed Claim Form must be postmarked by **Month**, **202X**. If submitting a Claim Form online, you must do so by 11:59 pm ET, **Month XX, 202X**.

12. When will I get my benefit?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month**, **202**, at **: 0 p.m.** ET, to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A., Raina Borrelli of Strauss Borrelli PLLC and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, to represent you and other members of the Settlement Class (“Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court of no more than \$583,333.33 in attorney's fees and costs. Class Counsel is entitled to seek no more than one third (33%) of the Settlement Fund as reasonable attorneys' fees, subject to Court approval. As approved by the Court, the Class Representatives will each be paid a Service Award from the Settlement Fund for bringing and settling the case. The Class Representatives will seek no more than \$2,500 each as a Service Award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "Opting Out" of the Settlement Class. The Opt-Out Deadline to submit a request for exclusion from the Settlement is **Month __, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- your name, address, telephone number, and email address (if any);
- a statement indicating that you want to be excluded from the Settlement Class in *Harris et. al, v. Lee University*, Case No. 1:25-cv-107; and
- your personal signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month __, 202X**.

Harris v. Lee University
c/o Kroll Settlement Administration
ATTN: Exclusion Request PO Box **XXX**
New York, NY 10150-**XXXX**

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for attorneys' fees or Service Award payments, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (a) your 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 you or your counsel (if any); (c) the identity of all counsel (if any) who represent you, including any former or current counsel who may claim an entitlement to compensation for any reason related to

your objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (d) the number of times in which your counsel and/or your counsel's law firm have objected to a Settlement within the five years preceding the date of this objection is filed, the caption of each case in which counsel or the firm has made an objection and a copy of any orders related to or ruling upon counsel's or counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a Settlement within the preceding five years; (e) the identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing; (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 you intend to personally appear and/or testify at the Final Approval Hearing; and (h) your signature (an attorney's signature is not sufficient).

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Approval Hearing and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Action.

Objections must be filed with the Court no later than **Month __, 202X**.

Clerk of the Court
 Joel W. Solomon Federal Building
 900 Georgia Avenue
 Chattanooga, TN 37402

A copy of your objection also must be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month __, 202X**.

CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Andrew J. Shamis Shamis & Gentile, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33132 —and— J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue Suite 200 Nashville, TN 37203	Mary Dohner-Smith Constangy, Brooks, Smith & Prophete, LLP 750 Old Hickory Blvd. Suite 260-2 Brentwood, TN 37027 —and— Younjin (Jennifer) Lee Constangy, Brooks, Smith & Prophete, LLP Laguna Hills Carlota Plaza 23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653	<i>Harris v. Lee University</i> c/o Kroll Settlement Administration ATTN: Objections PO Box XXX New York, NY 10150- XXXX

18. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself/opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month**, 202X at **: 0 p.m. ET**, in at the **Joel W. Solomon Federal Building, United States Courthouse, 900 Georgia Avenue, Chattanooga, Tennessee 37402, Courtroom 3**, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award payments to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. If you do not like the Settlement, remember you may object to it, but you have to follow certain requirements (see Question 17). The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases of the Released Parties in the Settlement and not be eligible to receive a Settlement Class Member Benefit or other benefits from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information or update my address?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone, or mail:

Toll-Free: () -

Mail: *Harris v. Lee University*, c/o Kroll Settlement Administration LLC, P.O. Box XXX, New York, NY 10150-XXX.

Publicly filed documents can also be obtained by visiting the **Joel W. Solomon Federal Building, United States Courthouse** or by reviewing the Court's online docket. For those planning to visit the Court for more information, please contact the Court for its regular business hours and for any costs associated with obtaining documents maintained by the Court.

You may also contact Class Counsel, as follows:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Eastern District of Tennessee
Harris et al. v. Lee University, Case No. 1:25-CV-107

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED BY A DATA BREACH THAT LEE UNIVERSITY EXPERIENCED ON OR ABOUT MARCH 22, 2024, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A federal Court authorized this Long Form Notice (“Notice”). You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Lee University, the Defendant, in a class action lawsuit about a cybersecurity incident that occurred on or around March 22, 2024 (the “Data Breach.”)
- The lawsuit is captioned *Harris et. al, v. Lee University*, Case No. 1:25-cv-107 (United States District Court for the Eastern District of Tennessee). The Defendant denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the Action but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Lee University.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or mail it to the Settlement Administrator.	Month __, 202X
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out, you will not be able to receive any Settlement Class Member Benefits and you will be bound by the terms of the Settlement Agreement.	Month __, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your	Month __, 202X

	objection at the Final Approval Hearing. If you object, you may also file a Claim for Settlement Class Member Benefits.	
DO NOTHING	Unless you opt out of the Settlement, you are part of the Settlement. If you do nothing, you will not get a benefit from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A federal Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is captioned *Harris et. al, v. Lee University*, Case No. 1:25-cv-107 (United States District Court for the Eastern District of Tennessee). The people that filed this Action are called the Plaintiffs and the entity they sued, Lee University, is called the Defendant.

2. What is this Action about?

This Action alleges that Private Information was impacted by the Data Breach that affected Lee University on or around March 22, 2024. The following types of information were present in the affected files that were accessed and acquired by the unauthorized actor: full names, Social Security Numbers, driver's license numbers, government-issued ID numbers (e.g., passport, state ID card), financial information (e.g., account number, credit or debit card number), and medical information.

Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Settlement Class Representatives" or "Plaintiffs." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, "opting out") from a settlement. In this Settlement, the Class Representatives are Michael Harris, Christopher Vaught, Caleb Nabors, Katelyn Butler, Brittany Kubba, and Dennis Goodine.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim payments and other benefits. The Plaintiffs and their attorneys, who also represent the Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all persons whose Private Information may have been compromised in the Data Breach that was discovered on or around March 22, 2024, including those who received notice of the Data Breach from Defendant.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Lee University, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge.

7. I am still not sure whether I am included.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling or writing to the Settlement Administrator at:

Toll-Free: () - *Harris v. Lee University*
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York NY 10150-XXXX

You may also view the Settlement Agreement at [www.\[website\].com](http://www.[website].com).

SETTLEMENT CLASS MEMBER BENEFITS

8. What can I get?

If approved by the Court, Defendant will establish a Settlement Fund of \$1,750,000 to pay all Valid Claims submitted by the Settlement Class, together with Settlement Administration Costs, attorneys' fees and costs, and any Service Award payment.

If you received a notice from the Defendant concerning the Data Breach, you may submit a Claim Form.

The Settlement will provide one (1) year of one-bureau Credit Monitoring Services to all Settlement Class Members who submit a timely and Valid Claim for Credit Monitoring Services. Even if Settlement Class Members previously accepted the Defendant's offer of complimentary Credit Monitoring services, they may still claim this benefit.

The Settlement will also provide Cash Payments to people who submit timely and Valid Claim Forms.

There are two types of payments that are available to Settlement Class Members:

- (1) Cash Payment A – Documented Losses which provides reimbursement of up to \$5,000 in Out-of-Pocket Losses per claimant, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims; and
- (2) Cash Payment B – Cash Payment which consists of an estimated \$100 payment subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET A BENEFIT – MAKING A CLAIM

10. How do I submit a Claim Form and get a Settlement Class Member Benefit?

Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) or mailed to the Settlement Administrator at:

Harris v. Lee University
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York NY 10150-XXXX

You may also contact the Settlement Administrator to request a Claim Form by telephone () - , or by U.S. mail at the address above.

11. What is the deadline for submitting a Claim Form?

If you submit a Claim Form by U.S. mail, the completed and signed Claim Form must be postmarked by **Month**, **202X**. If submitting a Claim Form online, you must do so by 11:59 pm ET, **Month XX, 202X**.

12. When will I get my benefit?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month**, **202**, at **: 0 p.m.** ET, to decide whether to approve the Settlement, how much attorneys’ fees and costs to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed Andrew Shamis of Shamis & Gentile, P.A., Raina Borrelli of Strauss Borrelli PLLC and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, to represent you and other members of the Settlement Class (“Class Counsel”). You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court of no more than \$583,333.33 in attorney's fees and costs. Class Counsel is entitled to seek no more than one third (33%) of the Settlement Fund as reasonable attorneys' fees, subject to Court approval. As approved by the Court, the Class Representatives will each be paid a Service Award from the Settlement Fund for bringing and settling the case. The Class Representatives will seek no more than \$2,500 each as a Service Award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "Opting Out" of the Settlement Class. The Opt-Out Deadline to submit a request for exclusion from the Settlement is **Month __, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- your name, address, telephone number, and email address (if any);
- a statement indicating that you want to be excluded from the Settlement Class in *Harris et. al, v. Lee University*, Case No. 1:25-cv-107; and
- your personal signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month __, 202X**.

Harris v. Lee University
c/o Kroll Settlement Administration
ATTN: Exclusion Request PO Box **XXX**
New York, NY 10150-**XXXX**

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for attorneys' fees or Service Award payments, the releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include: (a) your 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 you or your counsel (if any); (c) the identity of all counsel (if any) who represent you, including any former or current counsel who may claim an entitlement to compensation for any reason related to

your objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (d) the number of times in which your counsel and/or your counsel's law firm have objected to a Settlement within the five years preceding the date of this objection is filed, the caption of each case in which counsel or the firm has made an objection and a copy of any orders related to or ruling upon counsel's or counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your counsel and/or counsel's law firm have objected to a Settlement within the preceding five years; (e) the identity of all counsel (if any) representing you, and whether they will appear at the Final Approval Hearing; (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 you intend to personally appear and/or testify at the Final Approval Hearing; and (h) your signature (an attorney's signature is not sufficient).

Any Settlement Class Member who does not file a timely and adequate objection in accordance with the above paragraph waives the right to object to the Settlement at the Final Approval Hearing and shall be bound by the terms of the Settlement Agreement and by all orders and judgments in the Action.

Objections must be filed with the Court no later than **Month __, 202X**.

Clerk of the Court
 Joel W. Solomon Federal Building
 900 Georgia Avenue
 Chattanooga, TN 37402

A copy of your objection also must be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month __, 202X**.

CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Andrew J. Shamis Shamis & Gentile, P.A. 14 NE 1st Ave, Suite 705 Miami, FL 33132 —and— J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue Suite 200 Nashville, TN 37203	Mary Dohner-Smith Constangy, Brooks, Smith & Prophete, LLP 750 Old Hickory Blvd. Suite 260-2 Brentwood, TN 37027 —and— Younjin (Jennifer) Lee Constangy, Brooks, Smith & Prophete, LLP Laguna Hills Carlota Plaza 23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653	<i>Harris v. Lee University</i> c/o Kroll Settlement Administration ATTN: Objections PO Box XXX New York, NY 10150- XXXX

18. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself/opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

Andrew J. Shamis
Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
ashamis@shamisgentile.com

J. Gerard Stranch, IV
Grayson Wells
Stranch, Jennings & Garvey, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com
gwells@stranchlaw.com

PLEASE DO NOT CONTACT THE COURT OR LEE UNIVERSITY.

EXHIBIT 5

#####00000000

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Your claim must be submitted online or postmarked by: **Month xx, 202x**

CLAIM FORM

Harris et al., v. Lee University, Case No. 1:25-CV-107
United States District Court for the Eastern District of Tennessee

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member whose Private Information may have been compromised in the Data Breach. You may submit a claim for Settlement Class Member Benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website at [www.\[website\].com](http://www.[website].com) for more information.

To receive Credit Monitoring and reimbursement for Documented Losses and a Cash Payment, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by 11:59 pm ET of Month xx, 202x.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Harris v. Lee University
c/o Kroll Settlement Administration
PO Box XXXX
New York, NY 10150-XXXX

You may submit a claim for Credit Monitoring and Cash Payment A and Cash Payment B.

Credit Monitoring: Settlement Class Members may enroll in one (1) year of one bureau Credit Monitoring which includes [real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft]. Credit Monitoring is available to any Settlement Class Member regardless of whether they previously received a credit monitoring product related to the Data Breach or otherwise.

Cash Payment A – Documented Losses: Settlement Class Members may submit a Claim for reimbursement of Documented Losses that are related to the Data Breach, up \$5,000. Claims for reimbursement of Documented Losses must be supported with third-party documentation and the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss related to the Data Breach.

Cash Payment B – Cash Payment: Settlement Class Members may submit a claim for an estimated \$100 *pro rata* Cash Payment.

I. PAYMENT SELECTION

If you would like to elect to receive your payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

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First Name **Last Name**

Address 1

Address 2

City **State** **Zip Code**

Telephone Number: (____ ____ ____) ____ ____ ____ - ____ ____ ____

Email Address: _____

III. CASH PAYMENT A - DOCUMENTED LOSSES

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member if you can show Documented Losses that are related to the Data Breach.

Examples of reasonable documentation include telephone records, correspondence including emails, or receipts.

Settlement Class Members will not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the identity protection and Credit Monitoring Services offered as part of the notification letter provided by Defendant or otherwise. **You must have unreimbursed Documented Losses incurred as a result of the Data Breach and submit documentation to obtain this reimbursement.**

I have attached documentation showing that the Documented Losses listed below were caused by the Data Breach.

Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	____/____/____ (mm/dd/yy)	\$ _____	

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Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
	/ / (mm/dd/yy)	\$ _____	
	/ / (mm/dd/yy)	\$ _____	

IV. CASH PAYMENT B – CASH PAYMENT

In addition to Cash Payment A above, you can select Cash Payment B. By checking the box below, I request an estimated \$100 *pro rata* Cash Payment.

Yes, I request a *pro rata* Cash Payment estimated to be \$100.

V. CREDIT MONITORING SERVICES

In addition to the Cash Payments above, you can select Credit Monitoring. By checking the box below, I am requesting one (1) year of one bureau Credit Monitoring. I understand that by checking the box below I may also request Cash Payment A and Cash Payment B.

Yes, I want to receive one (1) year of one bureau Credit Monitoring.

VI. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature

_____/_____/_____
Date (mm/dd/yyyy)

Print Name

Reminder Checklist

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

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For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at **(xxx) xxx-xxxx**.

EXHIBIT 6

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

MICHAEL HARRIS, CHRISTOPHER
VAUGHT, CALEB NABORS, KATELYN
BUTLER, BRITTANY KUBBA, AND
DENNIS GOODINE, *individually and on
behalf of all other similarly situated,*

Plaintiffs

v.

LEE UNIVERSITY,

Defendant.

Case 1:25-CV-107

Class Action

Judge Curtis L. Collier

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiffs Michael Harris, Christopher Vaught, Caleb Nabors, Katelyn Butler, Brittany Kubba, and Dennis Goodine (“Plaintiffs”), individually and on behalf and Defendant Lee University (“Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the Action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Kroll Settlement Administration, LLC (“Kroll”) as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

Having fully considered the issue, the Court hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and **ORDERS** as follows:

1. **Jurisdiction**: The Court, pursuant to 28 U.S.C. § 1332(d), has jurisdiction over the Action, Plaintiffs, Settlement Class Members, Defendant, and any party to any agreement that is part of or related to the Settlement Agreement.

2. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Fed. R. Civ. P. 23(b)(3) and (e), the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All persons whose Private Information was potentially compromised in the Data Incident, including all individuals to whom Defendant sent an individual notification letter regarding the Data Incident.

3. The Settlement Class includes approximately 136,928 people. The Settlement Class specifically excludes: (a) all persons who are directors and officers of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and validly requests to be excluded from this Settlement.

4. **Class Findings**: The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims

of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

5. **Class Representatives and Settlement Class Counsel:** The Court finds, for settlement purposes only, that Plaintiffs Michael Harris, Christopher Vaught, Caleb Nabors, Katelyn Butler, Brittany Kubba, and Dennis Goodine will likely satisfy the requirements of Rule 23(e)(2)(A) and are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that, for settlement purposes only, the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and they will be adequate Class Representatives. The Court further finds that Andrew J. Shamis of Shamis & Gentile, P.A. and J. Gerard Stranch of Stranch, Jennings, & Garvey, PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) as experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel pursuant to Rule 23(g)(1) in order to effectuate the Settlement.

6. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. Pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure,

the Parties have shown that the Court will likely be able to approve the Settlement Agreement under Rule 23(e)(2), which requires the Court to consider the following factors in determining whether a proposed settlement is fair, reasonable, and adequate:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

After considering the benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the negotiations between the Parties, the effectiveness of the proposed method for distributing Notice and benefits to the Settlement Class, and the proposed manner of allocating benefits to Settlement Class Members, solely for the purposes of preliminary approval, the Court finds: (a) Plaintiffs and Class Counsel have adequately represented the Settlement Class; (b) the Settlement is the result of good faith, arm's length negotiations conducted between experienced counsel; (c) the relief provided is adequate when considering (i) the substantial costs, risks, and delay of continued litigation, (ii) the proposed method for processing Settlement Class Members' claims and distributing relief to eligible claimants is standard in data security class action settlements, which has been found to be effective in these types of settlements, and (iii) the reasonable and standard conditions under which the Parties may terminate the Settlement; and (d) the Settlement treats Settlement Class Members equitably relative to one another.

7. **Final Approval Hearing.** A Final Approval Hearing shall be held at [REDACTED] : [REDACTED] .m. on

[REDACTED], 2026, in the United States District Court for the Eastern District of Tennessee, at the Joel

Solomon U.S. Courthouse and Federal Building, at 900 Georgia Ave Ste 104, Chattanooga, TN 37402 or via Zoom or by phone as determined by the Court for the purpose of, among other things, to decide whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) Settlement Class Counsel's motion for attorneys' fees and costs should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) Settlement Class Counsel's motion for Service Awards for the Class Representatives should be approved. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth herein.

8. The Court retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement, may adjourn the Final Approval Hearing without further notice to the Settlement Class Members, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class Members.

9. **Retention of Settlement Administrator and Manner of Giving Notice.** The Parties are authorized to retain Kroll (the "Settlement Administrator") to supervise and administer the Notice Program in connection with the proposed Settlement as well as the processing of Claims as set forth in the Settlement Agreement including by distributing the Postcard Notice, Long Form Notice, and Claims Form included as Exhibits 1–3 to the Settlement Agreement. Notice of the Settlement and the Final Approval Hearing shall be given as follows:

- a) Within ten days of this Order, Defendant shall provide the Settlement Class List to the Settlement Administrator;
- b) Within thirty days of this Order, the Settlement Administrator shall begin distributing Notice to the Settlement Class Members in the manner set forth in the Settlement Agreement; and
- c) Before the Postcard Notice is first mailed, the Settlement Administrator shall establish the Settlement Website as set forth in the Settlement Agreement.

10. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Claim Form, the Long Form Notice, and the Postcard Notice, attached to the Settlement Agreement as Exhibits 1–3, and (b) finds that the Notice Program described in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel’s request attorneys’ fees and costs and Class Representatives’ request for an Service Awards, of Settlement Class Members’ right to object to the Settlement, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed.

11. **Participation in the Settlement.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim

Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Settlement Agreement. The Settlement Administrator will be responsible for effectuating the notice and claims process.

12. Settlement Class Members who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within fifteen days before the Initial Final Approval Hearing Date. If a Final Approval Order and judgment is entered, all Settlement Class Members who do not submit valid and timely request to opt-out, as set forth in the Settlement Agreement, shall be forever barred from receiving any Settlement benefit, and will be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and judgment.

13. **Class Action Fairness Act Notice.** Within ten days after the filing of the Motion for Preliminary Approval of Class Action Settlement, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on the appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

14. **Claims Process and Distribution and Allocation Plan.** The Parties have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Forms. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

15. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of their intent to exclude themselves from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than thirty days before the Final Approval Hearing Date (the “Opt-Out Deadline”). The written notification must include the name of the proceeding, the individual’s full name, current address, personal signature, and must specifically state their desire to be excluded from the Settlement and from the Settlement Class.

16. Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and judgment is entered, any Settlement Class Member who has not submitted a valid request to opt-out from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Releases set forth in the Final Approval Order and judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the Released Claims. All Settlement Class Members who submit valid and timely request to opt-out from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

17. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed to Settlement Class Counsel and counsel for Defendant or filed with the Clerk of Court and served concurrently on Class Counsel and counsel for Defendant no later than thirty days before the Final Approval Hearing Date (the “Objection Deadline”) as specified in the Notice and Paragraphs 49 and 88 of the Settlement Agreement. For an objection to be considered by the Court, the objection must also

include all of the information set forth in Paragraph 49 and 88 of the Settlement Agreement, which is as follows:

- 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 Awards, 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).

Any Settlement Class Member who fails to comply with the provisions in Paragraphs 49 and 88 of the Settlement Agreement may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, any Final Approval Order and judgment, and by all proceedings, orders, and judgments in this matter. If a Final Approval Order and judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived their objections and shall be forever barred from making

any such objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Awards, or Class Counsel's motion for attorneys' fees and costs.

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

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

20. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other

members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Parties.

21. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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

Event	Date
Defendant to Provide the Class List to the Settlement Administrator	Within 10 days after Entry of Preliminary Approval Order
Notice Commencement Deadline	30 days after entry of Preliminary Approval Order Entry
Notice Completion Deadline	45 before the Initial Final Approval Hearing Date
Postmark Deadline for Request for Exclusion (“Opt-Out”) or Objections	30 before the Initial Final Approval Hearing Date
Deadline to File Claims	15 days before the Initial Final Approval Hearing Date
Deadline for Plaintiffs to file Motion for Final Approval of the Settlement Agreement, inclusive of request for attorneys’ fees and Service Award.	45 days before the Initial Final Approval Hearing Date
Final Approval Hearing	[DATE, TIME, and LOCATION]

IT IS SO ORDERED this ____ day of _____, 2026.

Hon. Judge Curtis L. Collier

EXHIBIT 7

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

MICHAEL HARRIS, CHRISTOPHER
VAUGHT, CALEB NABORS, KATELYN
BUTLER, BRITTANY KUBBA, AND
DENNIS GOODINE, *individually and on
behalf of all other similarly situated,*

Plaintiffs,

v.

LEE UNIVERSITY,

Defendant.

Case No. 1:25-cv-107

Class Action

Judge Curtis L. Collier

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement;

WHEREAS, on _____, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Andrew J. Shamis of Shamis & Gentile, P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel; (5) appointed Kroll Settlement Administration, LLC as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Form and Claim Process; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct Postcard Notice, and the Long Form Notice was available to Settlement Class Members on the Settlement Website or on request to the Settlement

Administrator;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process of the United States Constitution, Federal Rule of Civil Procedure 23 and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.

3. Defendant has fully complied with the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

4. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered the Fed. R. Civ. P. 23(e)(2) factors.

5. The individuals who timely opted-out of the Settlement will not be bound by the Agreement or the Releases contained therein. Those individuals are identified on the list attached as *Exhibit A*.

6. Based on the information presented to the Court, the Claims Process has proceeded consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The distribution plan for Settlement Class Member Benefits proposed by the Parties is fair, reasonable, and adequate.

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

11. The appointment of Plaintiffs Michael Harris, Christopher Vaught, Caleb Nabors, Katelyn Butler, Brittany Kubba, and Dennis Goodine as the Class Representatives is affirmed.

12. The appointment of Andrew J. Shamis of Shamis & Gentile, P.A. and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel is affirmed.

13. The Court reaffirms Kroll Settlement Administration, LLC as the Settlement Administrator.

14. The Court affirms its findings that the Settlement Class meets the relevant

requirements of Fed. R. Civ. P. 23(a) and (b)(3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

15. Therefore, the Court finally certifies the following Settlement Class:

All persons whose Private Information was potentially compromised in the Data Breach, including all individuals to whom Defendant sent an individual notification letter regarding the Data Breach.

Excluded from the Settlement Class are (a) directors, officers, and agents of Defendant; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

16. Judgment shall be entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated,

legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; or (b) any of the alleged violations of laws or regulations cited in the Complaint, the Action, or the Related Actions. Notwithstanding the foregoing, the Releasing Parties are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

18. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into the Agreement, and a portion of the consideration and the mutual covenants contained therein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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.

19. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 180-day check negotiation period, all remaining funds shall be distributed

to the Legal Aid of East Tennessee as a *cy pres* recipient, to be approved by the Court.

20. Class Counsel is awarded 33.33% of the Settlement Fund (\$583,333.33) in attorneys' fees, inclusive of costs and reimbursement of litigation expenses. These payments shall be paid out of the Settlement Fund in accordance with the Agreement.

21. The Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

22. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

23. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

24. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the

Agreement.

25. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims (and other prohibitions set forth in this Final Approval Order) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who has not opted out or any other person subject to the provisions of this Final Approval Order.

26. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

27. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Fed. R. Civ. P. 58.

SO ORDERED on _____, 2026.

HON. CURTIS L. COLLIER
UNITED STATES DISTRICT JUDGE

Exhibit A – Opt-Out List
(to be completed at Final Approval)