

Exhibit F

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE AMERICAN ADDICTION
CENTERS, INC. DATA BREACH
LITIGATION

Case No. 3:24-cv-01505

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between Plaintiffs,¹ individually and on behalf of the Settlement Class, on the one hand, and Defendant American Addiction Centers, Inc. on the other. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a national provider of behavioral health and substance use disorder treatment services.

2. In late November and early December 2024, Defendant notified approximately 423,065 individuals about a Data Incident affecting their Private Information, including personally identifiable information (“PII”) and/or protected health information (“PHI”) such as names, addresses, phone numbers, dates of birth, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information.

3. Following the Data Incident, Plaintiffs filed twelve proposed class actions in the United States District Court for the Middle District of Tennessee, which were then consolidated on February 18, 2025, into the single consolidated Action styled *In re American Addiction Centers, Inc. Data Breach Litigation*, No. 3:24-cv-01505 (M.D. Tenn.). Dkt. 16, ¶ 2.

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

4. In that same order, the Court appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Interim Class Counsel. *Id.* ¶ 5.

5. Given the risk, expense, and delay of continued litigation, the Parties agreed to formal mediation before Jill Sperber of Adjudicate West, a mediator with deep experience resolving data breach class actions such as this one.

6. On September 15, 2025, the Parties engaged in mediation with Jill Sperber, which resulted in the classwide Settlement proposed here.

7. Before mediation, Plaintiffs obtained informal discovery from Defendant related to, among other things, the nature and cause of the Data Incident, the specific type of information potentially accessed, the class size, and Defendant's financial status.

8. The Parties now agree to fully, finally, and forever resolve, discharge, and settle the Action entirely, without any admission by Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Action and related to the Data Incident as it relates to Defendant and the Released Parties, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action. 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

enter 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.

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

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

II. Definitions

10. “**Action**” means the above-captioned consolidated action.

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

12. “**CAFA Notice**” means the Class Action Fairness Act Notice that 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.

13. “**Claim**” means the claim Participating Settlement Class Members submit to the Settlement Administrator to receive Participating Settlement Class Member Benefits.

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

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

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

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

18. “**Class Counsel**” means the following: J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

19. “**Class List**” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include the Settlement Class Members’ names and postal addresses, where known, as reflected in Defendant’s business records.

20. “**Class Representatives**” or “**Plaintiffs**” means Plaintiffs Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Pronskey, subject to Court appointment.

21. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs on April 21, 2025.

22. **“Court”** means the United States District Court for the Middle District of Tennessee.

23. **“Credit Monitoring”** means two years of one-bureau credit monitoring and identity theft protection with at least \$1,000,000 in identity fraud insurance, which Participating Settlement Class Members may elect as part of their Settlement Class Member Benefit.

24. **“Data Incident”** means the cyberattack on Defendant’s information systems that Defendant learned of on or about September 26, 2024, and for which it sent the proposed Class notice of between November and December 2024.

25. **“Defendant”** means American Addiction Centers, Inc.

26. **“Defendant’s Counsel”** means David Saunders of McDermott Will & Schulte LLP.

27. **“Effective Date”** means the later of (a) thirty (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 thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

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

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

30. **“Final Approval Hearing”** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney’s Fees, Costs, and Service Awards.

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

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

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

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

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

36. **“Notice Commencement Date”** means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall

be used for the purpose of calculating the Claims Deadline, the Opt-Out Period, the Objection Period, and all other deadlines that flow from the Notice Commencement Date.

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

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

39. **“Notice Program”** means the methods provided for in this Agreement that may be used for the provision of Notice of the Settlement (Postcard Notices and Long Form Notice), along with the Settlement Website and Settlement telephone line.

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

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

42. **“Participating Settlement Class Member”** means any Settlement Class Member who has not validly opted out of the settlement pursuant to the terms and conditions of this Agreement.

43. **“Participating Settlement Class Member Benefits”** means the benefits to Participating Settlement Class Members provided by the terms and conditions of this Agreement.

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

45. **“Plaintiffs”** means Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason

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

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

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

48. “**Private Information**” means the PII and PHI allegedly affected in the Data Incident, including Plaintiffs’ and Settlement Class Members’ names, addresses, phone numbers, dates of birth, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information.

49. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown (including Unknown Claims), fixed or contingent, claimed or unclaimed, suspected or unsuspected, existing or potential, asserted or unasserted, liquidated or unliquidated, claims, demands, suits, actions, liabilities, rights, causes of action, obligations, damages, punitive, exemplary or multiplied damages, expenses, penalties, costs, attorneys’ fees and/or obligations, losses, and remedies of any kind or description whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Data Incident, the operative facts alleged in the Action, including the Complaint and any amendment thereto, the alleged access, use, disclosure and/or acquisition of Settlement Class Members’ Private Information in the Data Incident, Defendant’s

provision of notice to Settlement Class Members following the Data Incident, Defendant's information security policies and practices, Defendant's maintenance or storage of Private Information, or otherwise arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident, regardless of whether such claims are based on or arise under any federal, state, local, statutory or common law or any other law.

50. **"Released Parties"** means Defendant and Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, subrogees and assigns of any of the foregoing.

51. **"Releases"** means the releases and waiver set forth in Section XIII of this Agreement.

52. **"Releasing Parties"** means Plaintiffs and Participating Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

53. **"Service Awards"** means the payments the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

54. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

55. **"Settlement Administrator"** means Kroll Settlement Administration LLC.

56. **“Settlement Agreement”** or **“Settlement”** or **“Agreement”** means this agreement entered into by the Plaintiffs and the Defendant.

57. **“Settlement Class”** means 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. Excluded from the Settlement Class are (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.

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

59. **“Settlement Fund”** means the non-reversionary, Two Million, Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$2,750,000.00) cash common fund that Defendant is obligated to fund under the terms of the Settlement.

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

61. **“Unknown Claims”** means any of the Released Claims that any Participating Settlement Class Member, including Plaintiffs, does not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by him or her, might have affected

their settlement with, and release of, the Released Parties, or might have affected his or her decision not to object and/or participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Participating Settlement Class Members, including Plaintiff, expressly shall have and/or shall be deemed to have, and by operation of the Final Approval Order shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Participating Settlement Class Members, including Plaintiffs, 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 Released Claims, but the Participating Settlement Class Members, including Plaintiffs, expressly shall have and/or shall be deemed to have and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Participating Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of this Agreement of which this release is a part.

62. **“Valid Claim”** means a Claim Form submitted by a Participating 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 Claimant; (c) signed physically or by e-signature by a Claimant personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

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

IV. Settlement Consideration

64. In exchange for a release from all Participating Settlement Class Members, Defendant shall fund the Settlement Fund, which shall be Defendant's entire liability and shall be used to pay all Participating Settlement Class Member Benefits, including Class Counsel's attorneys' fees, costs and unreimbursed expenses, Class Representatives' Service Awards, and all Settlement Administration Costs.

65. Within 30 days after entry of the Preliminary Approval Order, and upon receipt of sufficient instructions from the Settlement Administrator, Defendant shall cause to be deposited the Settlement Administration Costs through the anticipated date of Final Approval, as estimated by the Settlement Administrator, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant and Class Counsel. Defendant shall deposit the balance of the Settlement Fund into the same on the Effective Date. The Settlement Administrator shall provide wiring instructions and a properly completed IRS Form W-9, along with other necessary forms and information, to Defendant's Counsel within two days of entry of the Preliminary Approval Order. . The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement Fund shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed 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 by the Settlement Administrator. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes associated with the Settlement Fund or the Escrow Account. 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). Each Plaintiff and Participating Settlement Class Member shall be solely responsible for the federal,

state, and local tax consequences to him or her related to the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Participating Settlement Class Members who are current or former employees of the Defendant shall be allocated as non-wage compensation.

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

67. As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Administration Costs; (2) attorneys' fees, costs and Service Awards as approved by the Court; (3) cash payments; (4) the cost of obtaining credit monitoring codes for Participating Settlement Class Members; and (5) transfer of any remainder funds to one or more designated *cy pres* recipients. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by the Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph rest solely with the Settlement Administrator and neither Defendant nor Defendant's Counsel shall have any responsibility with respect to effectuating such payments.

68. Settlement Class Members are all eligible to make Claims for (1) Credit Monitoring; (2) documented expenses and losses up to \$5,000 per Settlement Class Member; and (3) a *pro rata* cash payment.

a. Credit Monitoring

Participating Settlement Class Members may enroll in Credit Monitoring, which will provide each Claimant with two years of credit monitoring services from one of the major credit bureaus, and include at least \$1,000,000 in identity theft protection insurance. This Participating Settlement Class Member Benefit is available to all Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the Data Incident notification letter.

b. Reimbursement for Documented Expenses

All Participating Settlement Class Members may submit a Claim for reimbursement of their documented expenses and losses that are fairly traceable to the Data Incident, up to \$5,000.00 per Claimant. These Claims must meet each of the following requirements: (1) the Claim must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss must be fairly traceable to the Data Incident; (4) the expense must have been incurred after the first date of the Data Incident; and (5) the expense must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party, including but not limited to a financial institution. The necessary documentation must be from a third-party source and, if the nature of the loss is not apparent from the documentation alone, a brief description of the nature of the loss must be provided. The categories of reimbursable expenses include, but are not limited to, (1) losses from fraudulent transactions wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money; (2) bank fees; (3) postage; (4) copying; (5) travel costs; (6) notary fees related to addressing the misuse of the Settlement Class Member's Private Information; (7) fees for credit repair services;

and (8) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

c. Cash Payments

All Participating Settlement Class Members may submit a Claim for a *pro rata* cash payment to compensate them for their alleged harms. This cash payment is in addition to any Claims for Credit Monitoring and reimbursement for document expenses and losses. The *pro rata* cash payment is estimated to be \$50, but will be increased or decreased on a *pro rata* basis to exhaust the Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Credit Monitoring, reimbursement for documented expenses and then for cash payments. Any *pro rata* increases or decreases to cash payments will be on an equal percentage basis.

d. Cy Pres Recipient

After Participating Settlement Class Members are given an opportunity to cash their checks, as provided for herein, any remaining funds in the Settlement Fund shall be distributed to a *cy pres* recipient to be agreed upon by the Parties. Such recipient shall have no affiliation with the Parties or their counsel and must be reasonably related to privacy or data protection, or the promotion of the same through training and awareness programs.

V. Settlement Approval

69. Class Counsel will submit the Motion for Preliminary Approval to the Court within 15 days of the execution of this Agreement.

70. The Motion for Preliminary Approval shall, among other things, request that the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes

only; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint the Plaintiffs as Class Representatives; (h) appoint Kroll as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

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

73. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, from the Settlement Fund.

74. 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.

75. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating

the Notice Program, handling the Claims Process, and distributing the Participating Settlement Class Member Benefits to those who submit Valid Claims.

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

- a. Provide CAFA Notice to the necessary state and federal authorities;
- b. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Participating Settlement Class Member Benefits to Participating Settlement Class Members who submit a Valid Claim;
- c. Establish and maintain the Escrow Account approved by the Parties;
- d. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- e. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- f. Establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Settlement Class Members and what their Class Member ID's are;
- g. Respond to any mailed Settlement Class Member inquiries;
- h. Process all opt-out requests from Settlement Class Members;

i. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, prepare a declaration confirming the mailing of CAFA Notices, that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distribute Participating Settlement Class Member Benefits from the Settlement Fund;

l. Send Credit Monitoring redemption codes to all Participating Settlement Class Members who submit Valid Claims electing Credit Monitoring;

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

n. Pay Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund.

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Participating Settlement Class Member Benefits have been properly distributed.

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

77. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will provide reasonable cooperation to the Settlement Administrator in order to update the Class List to accomplish the Notice Program.

78. 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.

79. Direct Notice will be provided through a double-sided Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service 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. The Settlement Administrator 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.

80. 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.

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

82. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

83. 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. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g.,

Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service 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).

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

86. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing address.

87. No later than 30 days before the Claim Deadline, Opt-Out Deadline and Objection Deadline, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

VIII. Claims Process and Disbursement of Cash Payments

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

89. 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.

90. 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.

91. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or fraudulent Claims. No Participating 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 Participating Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Participating Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

92. 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 Claims 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.

93. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the

Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

94. 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 Participating 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 Participating Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Participating Settlement Class Member shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Participating Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Participating Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;

- b. Illegible Claim Form;
- c. The Claim Form is deemed to be fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Participating 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 Agreement.

96. 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 based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

98. 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.

99. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Participating Settlement Class Member Benefits.

100. Cash payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form shall give Participating Settlement Class Members the option to select electronic payment. In the event a Participating Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Participating Settlement Class Members shall have 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert back to the Settlement Fund to be distributed to a *cy pres* recipient agreed upon by the Parties, and the Participating Settlement Class Member shall forfeit his or her right to the funds.

101. Settlement Class Members who make Claims for Credit Monitoring shall include an email address in their Claim. The Settlement Administrator will send an email to Participating Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the Credit Monitoring redemption code. Participating Settlement Class Members shall have 90 days to activate the credit monitoring services following such email from the Settlement Administrator. In the event the Settlement Administrator is unable to distribute the codes for credit monitoring services to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Administrator shall contact the Participating Settlement Class Member to attempt to cure the deficiency. If the Participating Settlement Class Member fails to respond to such deficiency communication within 14 days, the funds paid for such Credit Monitoring services shall revert back to the Settlement Fund to be distributed to a *cy pres* recipient agreed upon by the Parties, and the Participating Settlement Class Member shall forfeit their right to Credit Monitoring.

IX. Final Approval Order and Final Judgment

102. 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 14 days before the Opt-Out Deadline and Objection Deadline. At the Final Approval Hearing, the Court may hear argument on the Application for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Participating Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

103. 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 effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Affirm its appointment of Class Representatives and Class Counsel;
- e. Determine whether to grant the Application for Attorneys' Fees and Service Awards;
- f. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- g. Release Defendant and the Released Parties from the Released Claims; and
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees and Costs; Service Awards

104. **Service Awards** – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class, and of the relief conferred on all Settlement Class Members by the Settlement,

Class Counsel shall request a Service Award to each Class Representative in an amount not to exceed \$2,000.00. Defendant will not oppose Plaintiffs' request for Service Awards to the extent it does not exceed this amount. Defendant moreover will not object to Plaintiffs' appointment as Class Representatives solely for purposes of this Settlement. Class Counsel shall provide W-9 forms on behalf of the Class Representatives to the Settlement Administrator before the issuance of the Service Awards, unless Class Counsel handles distribution of the Service Awards to the Class Representatives directly and maintains Class Representatives' W9 in Class Counsel's files.

105. The Parties did not discuss Plaintiffs' request for their Service Awards until after the substantive terms of the Settlement had been agreed upon.

106. Within 10 days of the Effective Date, and upon receipt of each Class Representative's W9, the Settlement Administrator shall pay, or cause to be paid, the Court-approved Service Award to each Class Representative from the Settlement Fund.

107. **Attorneys' Fees and Costs** – Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of one-third of the Settlement Fund or \$916,666.67. Defendant will not oppose Plaintiffs' Application for Attorneys' Fees and Costs to the extent it does not exceed that amount.

108. Within 10 days of the Effective Date and receipt of Class Counsel's W9, the Settlement Administrator shall pay, or cause to be paid, the Court-approved attorneys' fees and expenses to Class Counsel.

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

110. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than

what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XI. 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, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had.

112. The Released Claims include the release of Unknown Claims. It is further agreed that this Agreement and the Final Approval Order may be pleaded as a complete defense to any proceeding subject to this paragraph.

113. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

114. Upon the Effective Date, (a) this Settlement shall be the exclusive remedy for any and all Released Claims of the Releasing Parties; and (b) the Releasing Parties 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 the Releasing Parties or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

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

XII. Termination of Settlement

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

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

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

118. Within 10 days after the Opt-Out Period closes, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel with a list of all Settlement Class Members who timely and validly requested to be excluded from the Settlement. If the Settlement Administrator has received more than 25 valid and timely opt outs, Defendant shall have the right to terminate this Agreement by notifying Class Counsel in writing of Defendant's decision. If Defendant elects

to terminate this Agreement, Defendant shall pay all costs and expenses incurred by the Settlement Administrator.

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

120. In the event this Agreement is terminated or fails to become effective, all remaining 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 already paid, excluding any attorneys' fees, costs, and Service Awards.

XIII. Effect of Termination

121. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of 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* as if the Parties had not entered into this Agreement. In the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

122. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

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

124. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted 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.

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

or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

126. 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.

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

XV. Miscellaneous Provisions

128. ***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. 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 Agreement to its customers, attorneys, members, partners, insurers, auditors, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement. Following the Effective Date, but not before, nothing in this provision shall be construed to prevent Class Counsel from including the Settlement in a list of comparable settlements for future settlement negotiations or from listing this Settlement on their firm websites, though such uses must be limited to (a) counsel's role in this action, and (b) the monetary settlement benefits provided for herein.

129. ***Non-Disparagement.*** The Parties agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning all Released Claims, as well as the Action, the settlement, this Settlement Agreement, and any discussions, interactions, or negotiations of the settlement by the Parties and their counsel.

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

131. ***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.

132. ***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.

133. ***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.

134. ***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.

135. ***Deadlines.*** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Settlement Agreement shall refer to calendar days unless otherwise specified.

136. ***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.

137. ***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.

138. ***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.

139. ***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.

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

a. If to Plaintiffs or Class Counsel:

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

b. If to Defendant or Defendant's Counsel:

American Addiction Centers, Inc.

David Saunders
McDermott Will & Schulte LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606
dsaunders@mwe.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

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

142. ***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.

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

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

145. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge that (a) they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions.

The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. The Parties intend to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

146. ***Integration of Exhibits.*** Any exhibits to this Settlement Agreement are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

147. ***Severability.*** Should any part, term or provision of this Settlement Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

148. ***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 the Releases, and fully understands the effect of this Agreement and the Releases.

SIGNATURES OF THE PARTIES

PLAINTIFFS

Ethan Parker

Ethan Parker (Nov 12, 2025 15:25:05 EST)

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

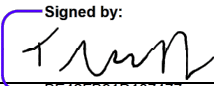
Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

Signed by:

BE42FE91D107477...
TRACY LEE JAY

Dated: 11/12/2025, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

NIKOLAOS SKOURTIS

Dated: 12/11/2025, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025



MARY DEBOER

Dated: 11/13 _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

James Bouchereau
[James Bouchereau \(Nov 12, 2025 15:31:50 EST\)](#)

JAMES BOUCHEREAU

Dated: November 12
_____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025


courtney cox (Nov 12, 2025 18:16:07 EST)

COURTNEY COX

Dated: 11/12 _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025


Signed Samantha Rainey on Nov 14, 2025 14:12:27 CST

SAMANTHA RAINEY

Dated: 11-14 _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

Signed by:

E20C3EF5AAF574BA
ATHENA LUTH

Dated: 11/12/2025 | 2:21 PM CST, 2025

ANELL CAPELLAN

Dated: _____, 2025

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

PLAINTIFFS

ETHAN PARKER

Dated: _____, 2025

TRACY LEE JAY

Dated: _____, 2025

NIKOLAOS SKOURTIS

Dated: _____, 2025

MARY DEBOER

Dated: _____, 2025

JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

Signed by:

72391D373853405

Dated: 11/12/2025, 2025

ANELL CAPELLAN

JASON LANAGAN

Dated: _____, 2025

SIGNATURES OF THE PARTIES

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Dated: _____, 2025

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Dated: _____, 2025

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JAMES BOUCHEREAU

Dated: _____, 2025

COURTNEY COX

Dated: _____, 2025

SAMANTHA RAINEY

Dated: _____, 2025

ATHENA LUTH

Dated: _____, 2025

ANELL CAPELLAN

Dated: _____, 2025

DocuSigned by:


JASON LANAGAN

Dated: 11/13/2025, 2025

Chris Kidder
Chris Kidder (Nov 12, 2025 09:48:15 PST)
CHRIS KIDDER

Dated: 11/12/2025, 2025

PATRICIA ELLISON

Dated: _____, 2025

RON PRONSKY

Dated: _____, 2025

CLASS COUNSEL

J. GERARD STRANCH IV

Dated: _____, 2025

AMERICAN ADDICTION CENTERS, INC.

Name:

Dated: _____, 2025

Title:

COUNSEL FOR AMERICAN ADDICTION CENTERS, INC.

DAVID SAUNDERS

CHRIS KIDDER

DocuSigned by:

Patricia Ellison

PATRICK@A75147054DC...

Dated: _____, 2025

Dated: 11/14/2025 | 9:11 AM PST, 2025

RON PRONSKY

Dated: _____, 2025

CLASS COUNSEL

J. GERARD STRANCH IV

Dated: _____, 2025

AMERICAN ADDICTION CENTERS, INC.

Dated: _____, 2025

Name:

Title:

COUNSEL FOR AMERICAN ADDICTION CENTERS, INC.

DAVID SAUNDERS

CHRIS KIDDER

Dated: _____, 2025

PATRICIA ELLISON

Dated: _____, 2025

Ron Prosky

RON PRONSKY

Dated: November 12, 2025

CLASS COUNSEL

J. GERARD STRANCH IV

Dated: _____, 2025

AMERICAN ADDICTION CENTERS, INC.

Name:

Dated: _____, 2025

Title:

COUNSEL FOR AMERICAN ADDICTION CENTERS, INC.

DAVID SAUNDERS

CHRIS KIDDER

Dated: _____, 2025

PATRICIA ELLISON

Dated: _____, 2025

RON PRONSKY

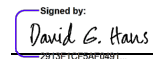
Dated: _____, 2025

CLASS COUNSEL

J. GERARD STRANCH IV

Dated: _____, 2025

AMERICAN ADDICTION CENTERS, INC.

Signed by:


20251120150505

Dated: November 20 _____, 2025

Name: David G. Hans

Title: Interim CEO

COUNSEL FOR AMERICAN ADDICTION CENTERS, INC.

DAVID SAUNDERS

CHRIS KIDDER

Dated: _____, 2025

PATRICIA ELLISON

Dated: _____, 2025

RON PRONSKY

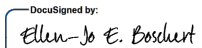
Dated: _____, 2025

CLASS COUNSEL

J. GERARD STRANCH IV

Dated: _____, 2025

AMERICAN ADDICTION CENTERS, INC.

DocuSigned by:

0055E8F9D718434

Dated: 11.20.2025
_____, 2025

Name: Ellen-Jo E. Boschert

Title: CEO

COUNSEL FOR AMERICAN ADDICTION CENTERS, INC.

DAVID SAUNDERS

CHRIS KIDDER

Dated: _____, 2025

PATRICIA ELLISON

Dated: _____, 2025

RON PRONSKY

Dated: _____, 2025

CLASS COUNSEL

Signed by:


J. GERARD STRANCH IV

Dated: 11/20/2025 | 12:11 PM CST, 2025

AMERICAN ADDICTION CENTERS, INC.

Name:

Dated: _____, 2025

Title:

COUNSEL FOR AMERICAN ADDICTION CENTERS, INC.



DAVID SAUNDERS

11/21/25

EXHIBIT 1

Settlement Administrator - #####
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

NOTICE OF CLASS ACTION
SETTLEMENT

**If you received this
Notice, you have been
identified as someone
eligible for benefits
from a class action
settlement regarding
a Data Incident.**

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

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

<<Country>>

A Settlement has been reached with American Addiction Centers, Inc. ("Defendant") in a class action related to a Data Incident that occurred on or about September 26, 2024, which resulted in the unauthorized access to or acquisition of Settlement Class Members' Private Information (names, addresses, phone numbers, dates of birth, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information). Defendant notified potentially impacted patients between November and December 2024 regarding the Data Incident. Defendant denies all of the Plaintiffs' claims and maintains it did not do anything wrong.

Am I included? You are receiving this Notice because Defendant's records identify you as included in the Settlement Class. The Settlement Class consists of 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.

What does the Settlement provide? If approved by the Court, Defendant will establish a \$2,750,000 Settlement Fund. After deducting Court-approved attorneys' fees and expenses, Class Representative Service Award payments, and Settlement Administration Costs, the balance of the Settlement Fund will be used to provide settlement benefits to all Valid Claims submitted by Participating Settlement Class Members. Participating Settlement Class Members may file a Claim Form to receive (1) Credit Monitoring, (2) reimbursement of documented expenses, and (3) an estimated \$50 *pro rata* cash payment.

How do I get the Participating Settlement Class Member Benefits? You must file a Claim Form online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT, or print a Claim Form from the Settlement Website and mail it to the address on the form postmarked by **Month XX, 202X**.

What are my other options? If you do nothing, you will not receive any Settlement benefits, you will remain a member of the Settlement Class and you will give up your rights to sue Defendant for the claims resolved by this Settlement. If you do not want any Settlement benefits but you want to keep your right to sue Defendant 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 deadline to opt-out or object to the Settlement is **Month XX, 202X**.

The Court's Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, up to \$916,666.67 in attorneys' fees and costs, and a \$2,000 payment to each of the Class Representatives. You or your lawyer may attend the hearing at your own expense.

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. You may also call (xxx) xxx-xxxx for more information.

Pre-Paid
Postage

Settlement Administrator - #####
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 documented expenses.

Select one or both of the following:

☐

Credit Monitoring Services: I want to receive two years of one-bureau Credit Monitoring services.

☐

Cash Payment: I want a *pro rata* cash payment estimated to be \$50.

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 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the United States District Court for the Middle District of Tennessee
In re American Addiction Centers, Inc. Data Breach Litigation, No. 3:24-cv-01505

Did you receive notice of a data incident from American Addiction Centers? You may be eligible for benefits from a class action settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with American Addition Centers, Inc. (“Defendant”) in a class action related to a Data Incident that occurred on or about September 26, 2024, and which resulted in the unauthorized access to or acquisition of Settlement Class Members’ Private Information (names, addresses, phone numbers, dates of birth, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information). Defendant notified potentially impacted patients between November and December 2024 regarding the Data Incident. Defendant denies all of the Plaintiffs’ claims and maintains it did not do anything wrong.
- You are included in this Settlement as a Settlement Class Member if your Private Information was potentially compromised in the Data Incident, and Defendant sent you an individual notification letter to regarding the Data Incident.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive 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 print a Claim Form from the Settlement Website and mail it to the Settlement Administrator.	Month, __, 202X
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement. 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 a payment and you will <u>not</u> 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 it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a Claim Form for benefits.	Month, __, 202X
DO NOTHING	If you do nothing, you will not get any benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another action against 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 Court authorized this Notice because you have a right to know about the proposed Settlement of this class action 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 *In re American Addiction Centers, Inc. Data Breach Litigation*, No. 3:24-cv-01505 (United States District Court for the Middle District of Tennessee). The people who filed this Action are called the Plaintiffs and the company they sued, American Addiction Centers, Inc., is called the Defendant.

2. What Is This Action About?

This Action alleges that Defendant failed to secure and safeguard patients' Private Information including names, dates of birth, addresses, phone numbers, Social Security Numbers, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information. The Action further alleges that as a result of this failure, patients' Private Information was accessed by cybercriminals in a Data Incident on or about September 26, 2024, which Defendant notified patients about between November and December 2024.

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 "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 Action, the Class Representatives are Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Prosky.

4. Why Is There a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and, through the Settlement, Participating Settlement Class Members are eligible to claim Participating Settlement Class Member Benefits. The Plaintiffs and their attorney, who also represents 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 was potentially compromised in the Data Incident, including all individuals to whom Defendant sent an individual notification letter regarding the Data Incident.

6. Are There Exceptions to Being Included?

Yes. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant or its respective subsidiaries and affiliated companies; (b) governmental entities; (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.

THE PARTICIPATING SETTLEMENT CLASS MEMBER BENEFITS

7. What Can I Get from This Settlement?

If approved by the Court, Defendant will establish a \$2,750,000 Settlement Fund. After deducting court-approved attorneys' fees and costs, Service Award payments, and the Settlement Administration Costs, the balance of the Settlement Fund will be used to provide Settlement benefits to all Participating Settlement Class Members who submit Valid Claims.

Settlement Class Members may file a Claim Form to receive (1) Credit Monitoring, (2) reimbursement of documented expenses, and (3) an estimated \$50 *pro rata* cash payment.

8. Tell Me More About Credit Monitoring.

Participating Settlement Class Members may enroll in two years of Credit Monitoring and identity theft protection services. The Credit Monitoring and identity theft protection services will be provided by one of the major credit bureaus and include at least \$1,000,000 in identity theft protection insurance. This benefit is available to all Participating Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the Data Incident notification letter sent by Defendant.

9. Tell Me More About Reimbursement of Documented Expenses.

Participating Settlement Class Members may submit a Claim for reimbursement of documented expenses and losses that are fairly traceable to the Data Incident, up \$5,000 for each Claimant. Claims for reimbursement of documented expenses and losses must be supported with third-party documentation and the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss, fairly traceable the Data Incident and incurred after the first date of the Data Incident, and must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third-party, including a financial institution.

Categories of reimbursable expenses include, but are not limited to, (1) losses from fraudulent transactions wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money; (2) bank fees; (3) postage; (4) copying; (5) travel costs; (6) notary fees related to addressing the misuse of the Settlement Class Members' Private Information; (7) fees for credit repair services; and (8) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

10. Tell Me More About the Cash Payment.

Participating Settlement Class Members may submit a Claim for an estimated \$50 *pro rata* cash payment to compensate them for their alleged privacy harm. This cash payment is in addition to any Claims for Credit Monitoring and reimbursement for document expenses. The cash payment may be increased or decreased on a *pro rata* basis.

11. 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 Defendant or the Released Parties about any of the legal claims this Settlement resolves. The Release section in the Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

12. How Do I Submit a Claim Form and Get Participating Settlement Class Member Benefits?

You must submit a Claim Form by **Month XX, 202X**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT, or printed from the Settlement Website and mailed, postmarked by <<claims deadline>>, to the Settlement Administrator at: *In re American Addiction Centers, Inc. Data Breach Litigation*, c/o Kroll Settlement Administration LLC, **P.O. Box XXXX, New York, NY 10150-XXXX**.

13. When Will I Get the Settlement Benefits?

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 XX, 202X, at X:X0 p.m. CT**, to decide whether to approve the Settlement, how much in attorneys’ fees and costs to award Class Counsel for representing the Settlement Class, and whether to approve Service Awards to each of 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 benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

14. Do I Have a Lawyer in This Case?

Yes, the Court appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel to represent you and other members of the Settlement Class. You will not be charged directly for this lawyer; instead, he 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.

15. 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.

16. How Will the Lawyer Be Paid?

Class Counsel’s attorneys’ fees and reimbursement of costs will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel will request no more than one-third (33-1/3%), or \$916,666.67, of the Settlement Fund as reasonable attorneys’ fees and as reimbursement of costs. Class Counsel will also ask the Court to approve a \$2,000 Service Award payment to each of the Class Representatives for bringing and settling the case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. 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 to exclude yourself from the Settlement Class is **Month XX, 202X**.

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

- A statement indicating that you want to be excluded from the Settlement Class, such as, “I wish to be excluded from the Settlement Class in *In re American Addiction Centers, Inc. Data Breach Litigation*, No. 3:24-cv-01505”;
- your name, current address, telephone number, and email address (if any); and
- your signature.

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

In re American Addiction Centers, Inc. Data Breach Litigation
c/o Kroll Settlement Administration
ATTN: Exclusion Request
PO Box XXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

18. How Do I Tell the Court If I Do Not Like the Settlement?

If you are a Participating 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 Participating Settlement Class Member Benefits, the request for attorneys’ fees and costs, the Service Award payments, the releases provided to 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 the following:

- 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;
- c. the number of times you have objected to a class action settlement within the five years preceding the date that you file your objection, the caption of each case in which you have objected, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent you, 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 your counsel and/or the your 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).

Objections must be filed with the Court and copies must be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked no later than **Month XX, 202X**.

COURT	CLASS COUNSEL
Fred D. Thompson U.S. Courthouse and Federal Building 719 Church Street, Suite 1300 Nashville, TN 37203	J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203
DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
David Saunders McDermott Will & Schulte LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606	<i>In re American Addiction Centers, Inc. Data Breach Litigation</i> c/o Kroll Settlement Administration ATTN: Objections PO Box XXXX New York, NY 10150-XXXX

19. 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 it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement Class. 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

20. When Is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 p.m.** CT, in Courtroom 1225 of the United States District Court for the Middle District of Tennessee, Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Suite 1300, Nashville, Tennessee 37203, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees and costs, and the Service Awards to the Class Representatives. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

21. 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 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 it is not necessary.

IF YOU DO NOTHING

22. What Happens If I Do Nothing at All?

If you are a Participating 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 Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and not be eligible to receive any Participating Settlement Class Member Benefits.

GETTING MORE INFORMATION

23. How Do I Get More Information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Agreement. The 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 at (XXX) XXX-XXXX or *In re American Addiction Centers, Inc. Data Breach Litigation*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT.

EXHIBIT 3

8307600000000

8307600000000

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

CLAIM FORM

In re American Addiction Centers, Inc. Data Breach Litigation
No. 3:24-cv-01505
United State District Court for the Middle District of Tennessee

AAC - C

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 Incident. You may submit a Claim for Participating Settlement Class Member Benefits as outlined below.

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

To receive Credit Monitoring, reimbursement for documented expenses, and/or a cash payment, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT on 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:

In re American Addition Centers, Inc. Data Breach Litigation
c/o Kroll Settlement Administration
PO Box XXXX
New York, NY 10150-XXXX

You may submit a Claim for all of the following benefits:

- 1) **Credit Monitoring:** Participating Settlement Class Members may enroll in two years of Credit Monitoring and identity theft protection services. The Credit Monitoring and identity theft protection services will be provided by one of the major credit bureaus and include at least \$1,000,000 in identity theft protection insurance.
- 2) **Reimbursement for Documented Expenses:** Participating Settlement Class Members may submit a Claim for reimbursement of documented expenses and losses that are fairly traceable to the Data Incident, up to \$5,000 per Claimant. Claims for reimbursement of documented expenses and losses must be supported with third-party documentation and the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss, fairly traceable to the Data Incident, have been incurred after the first date of the Data Incident, and must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third-party, including a financial institution.
- 3) **Cash Payment:** Participating Settlement Class Members may submit a Claim for an estimated \$50 *pro rata* cash payment to compensate for their alleged harms. This cash payment is in addition to any Claims for Credit Monitoring and reimbursement for document expenses. The cash payment may be increased or decreased on a *pro rata* basis.

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.

8307600000000

8307600000000

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: () -

III. REIMBURSEMENT FOR DOCUMENTED EXPENSES

Participating Settlement Class Members are eligible to receive reimbursement of up to \$5,000 for documented expenses and losses that are fairly traceable to the Data Incident. These include, but are not limited to, (1) losses from fraudulent transactions wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money; (2) bank fees; (3) postage; (4) copying; (5) travel costs; (6) notary fees related to addressing the misuse of the Settlement Class Members' Private Information; (7) fees for credit repair services; and (8) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

To receive a payment for documented expenses, (1) these expenses must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss must be fairly traceable the Data Incident; (4) the expense must have been incurred after the first date of the Data Incident, September 26, 2024; and (5) the expense must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party, including but not limited to a financial institution.

You must have unreimbursed documented expenses incurred as a result of the Data Incident and submit documentation to obtain this Settlement benefit.

☐ I have attached documentation showing that the documented expenses listed below were caused by the Data Incident. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement but can be considered to add clarity or support to other submitted 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

By checking the box below, I request an estimated \$50 *pro rata* cash payment.

☐ Yes, I request a *pro rata* cash payment estimated to be \$50.

V. CREDIT MONITORING SERVICES

By checking the box below, I am requesting two years of one-bureau Credit Monitoring services.

☐ Yes, I want to receive two years of one-bureau Credit Monitoring services.

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.

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

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE AMERICAN ADDICTION
CENTERS, INC. DATA BREACH
LITIGATION

Case No. 3:24-cv-01505
Chief Judge William L. Campbell, Jr.
Magistrate Judge Barbara D. Holmes

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

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

WHEREAS, Plaintiffs Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Pronsky (“Plaintiffs”), individually and on behalf and Defendant American Addiction Centers, Inc. (“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, 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 423,065 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 Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Pronskey 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 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 Middle District of Tennessee, at the Fred

D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Suite 1300, Nashville, TN 37203 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 sixty days after the Notice Completion 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 sixty days after the Notice Commencement 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 sixty days after the Notice Commencement Date (the “Objection Deadline”) as specified in the Notice and Paragraph 84 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 84 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 Paragraph 84 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
Notice Completion Deadline	45 days after entry of Preliminary Approval Order
Postmark Deadline for Request for Exclusion (“Opt-Out”) or Objections	60 days after the Notice Commencement Date
Deadline to File Claims	60 days after the Notice Completion Date
Deadline for Plaintiffs to file Motion for Final Approval of the Settlement Agreement, inclusive of request for attorneys’ fees and Service Award.	No later than 14 days before the opt-out and objection deadline
Final Approval Hearing	[DATE, TIME, and LOCATION]

IT IS SO ORDERED this ____ day of _____, 202____.

Chief Judge William L. Campbell, Jr.