

RHINE DECLARATION

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on, by and among the Plaintiffs William Boykin and Sally Robbins (“Plaintiffs” or “Settlement Class Representatives”), for themselves and the Settlement Class, as defined below, and Tennessee Orthopaedic Alliance, P.A. (“TOA”), in the case *William Boykin and Sally Robbins v. Tennessee Orthopaedic Alliance, P.A.* pending in Davidson County Chancery Court, Case No. 20-0615 (the “Litigation” or the “Action”). As provided herein, TOA and Settlement Class Representatives hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Court of a final order and judgment, all claims of the Settlement Class Representatives and the Settlement Class that have or could have been asserted against TOA in the Litigation shall be settled and compromised upon the terms and conditions contained herein. Settlement Class Representatives and TOA collectively are referred to herein as the “Parties.”

I. RECITALS

WHEREAS, TOA is an orthopedic surgery group in Nashville and Middle Tennessee with 18 locations providing orthopedic care and treatment to patients.

WHEREAS, on February 14, 2020, TOA announced that two of its employees had been subjected to email phishing attacks and that those attacks may have resulted in the compromise of emails that contained the personally identifiable information and protected health information of approximately 81,146 TOA patients (“Phishing Attack”). The Phishing Attack occurred between August and October 2019. The data that was compromised may have included: patient names, dates of birth, contact information (addresses, phone numbers and email addresses), health insurance information, treatment or diagnostic information (including codes), and/or treatment cost information. It is possible, that some Class member’s social security numbers were also compromised.

WHEREAS, TOA notified approximately 60,295 individuals, for whom TOA had valid mailing addresses, of the Phishing Attack by mail. These are the only Settlement Class Members that presently can be ascertained by the Parties.

WHEREAS, Plaintiffs William Boykin and Sally Robbins received TOA’s Phishing Attack notice.

WHEREAS, on April 6, 2020, Plaintiffs filed a class action¹ on behalf of TOA's current and former patients for damages suffered by Plaintiffs and the Settlement Class in connection with the Phishing Attack. Plaintiffs' Complaint asserts claims for negligence, negligence *per se*, invasion of privacy and public disclosure of private facts, breach of implied contract, unjust enrichment, and constructive fraud. Plaintiffs' complaint seeks monetary damages as well as equitable, declaratory, and injunctive relief compelling TOA to adopt reasonably sufficient security practices to safeguard patient personally identifiable information and protected health information that remains in TOA's custody.

WHEREAS, TOA vehemently contests the Litigation on a number of factual and legal positions.

WHEREAS, after a lengthy mediation and negotiation process overseen by mediator Rodney Max of Upchurch, Watson, White & Max, the Parties now agree to settle the Litigation in its entirety, without any admission of liability, with respect to all Released Claims, as defined below, of the Settlement Class. The Parties intend this Agreement to bind the Settlement Class Representatives, TOA, and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Litigation be settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval as required by Tennessee Rule of Civil Procedure 23.05, on the following terms and conditions:

II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms apply throughout this Agreement:

- A. "Approved Claim" means the timely submitted Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator.
- B. "Agreement" or "Settlement Agreement" or "Settlement" means this Settlement Agreement, Exhibits and the settlement embodied herein
- C. "Attested Time" or "Lost Time" means time spent remedying issues related to the Phishing Attack.
- D. "Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

¹ The action was first filed in the Circuit Court for Davidson County, Tennessee. At the joint request of the Parties, the Litigation was transferred to the Chancery Court on June 29, 2020, followed by acceptance and assignment by the Supreme Court of the case to the Business Court Docket Pilot Project.

- E. "Claims Deadline" means the last day to submit a timely Claim Form(s), which will occur sixty (60) days after the Notice Deadline.
- F. "Claim Form" means the online or paper form(s) Participating Settlement Class Members must submit to be obtain Benefits under this Settlement Agreement, which shall be in the form, or substantially similar to, that attached hereto as Exhibit A.
- G. "Claims Period" means the period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.
- H. "Class Counsel" means Joel R. Rhine and Martin A. Ramey of the Rhine Law Firm, P.C. and Micah S. Adkins of the Adkins Firm, P.C..
- I. "Counsel" or "Counsel for the Parties" means both Class Counsel and TOA's Counsel.
- J. "Credit Monitoring Services" means three-bureau credit monitoring services provided by Identity Guard® to Participating Settlement Class Members under the Settlement.
- K. "Phishing Attack" means the phishing attack initially disclosed by TOA on or about February 14, 2020 that occurred between August and October 2019.
- L. "Days" means calendar days, except, when computing any period of time prescribed or allowed by this Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Agreement, "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event, the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.
- M. "Effective Date" means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment or one (1) business day following entry of the Final Judgment if no parties have standing to appeal; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, the Final Judgment is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.
- N. "Final Approval" means the date that the Court grants final approval of the Settlement and determines the amount of fees and expenses to be awarded to Class Counsel and the amount of the Service Award to the Settlement Class Representative. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such orders.

- O. "Final Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, otherwise satisfies the settlement-related provisions of Tennessee Rule of Civil Procedure 23.05, and is consistent with all material provisions of this Settlement Agreement.
- P. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Tennessee Rule of Civil Procedure 23.05 and whether to issue the Final Judgment.
- Q. "Fraud Resolution Services" means the services provided by Identity Guard® after a Participating Class Member believes he/she has been the victim of fraud and identity theft, as described in Paragraph 10.
- R. "Identity Guard®" means the company who will be supplying the Credit Monitoring Service and Fraud Resolution Services benefits to the Participating Class Members.
- S. "Initial Credit Offering" means the credit monitoring through Kroll offered by TOA in February 2020 to persons whose Social Security numbers were potentially impacted in connection with the Phishing Attack.
- T. "Litigation Costs and Expenses" means costs and expenses incurred by counsel for Plaintiffs in connection with commencing, prosecuting, and settling the Action.
- U. "Notice" means the forms of notice to be disseminated to Settlement Class Members informing them, inter alia, about this Agreement; their rights to participate in the Settlement; to opt-out, or to object to same; and to appear at the Final Approval Hearing (as defined in paragraph 30), and instructing them on how to submit a Claim. Notice shall be substantially in the Postcard Notice and Long Form Notice forms attached as Exhibits B and C, respectively, to this Agreement and approved by the Court.
- V. "Notice Deadline" means the last day by which Notice must issue to the Settlement Class Members and will occur thirty (30) days after entry of the Preliminary Approval Order.
- W. "Notice Program" means the plan for disseminating Notice, as set forth in this Agreement, which consists of: (i) a direct-mail postcard notice to those Settlement Class Members for whom Defendants can ascertain a mailing address from its records with reasonable effort, as updated using a National Change of Address database ("Mail Notice"); (ii) creation of a Telephone Hotline; and (iii) notice posted on the Settlement Website.
- X. "Objection Deadline" is the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be sixty (60) days after the Notice Deadline.

- Y. “Opt-Out Deadline” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.
- Z. “Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Phishing Attack, and that have not already been reimbursed by a third party. Out-of-Pocket Losses may include, without limitation, documented unreimbursed costs associated with fraud or identity theft including professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or between February 14, 2020 and the Notice Deadline.
- AA. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- BB. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Tennessee Rule of Civil Procedure 23.03-23.05, and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment, that is consistent with all material provisions of this Settlement Agreement.
- CC. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had, have or may claim now or in the future to have (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning: 1) the alleged disclosure of the Settlement Class Members’ PII and PHI in the Phishing Attack; 2) TOA’s maintenance of Settlement Class Members’ PII and PHI as it relates to the Phishing Attack; 3) TOA’s security policies and practices as it relates to the Phishing Attack; or 4) TOA’s provision of notice to Settlement Class Members following the Phishing Attack.
- DD. “Released Parties” means TOA and its respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, physicians, principals, agents,

attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

EE. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation.

FF. "Settlement Administrator" means Heffler Claims Group or other third-party settlement claims administrator chosen by the Parties to provide Notice of Settlement to the Settlement Class and administer the Settlement, subject to the approval of the Court.

GG. "Settlement Class List" means the list generated by TOA containing the full names and, current or last known addresses for Settlement Class Members, which TOA shall provide to the Settlement Administrator within fourteen (14) days of the Preliminary Approval Order.

HH. "Settlement Class Member" or "Settlement Class" means all persons who fall within the definition of the Settlement Class.

II. "Settlement Website" means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

JJ. "Telephone Hotline" means the toll-free telephone number that the Settlement Administrator will establish as soon as practicable following issuance of the Preliminary Approval Order, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement. Settlement Class Members shall be able to request a mailed copy of Claim Forms telephonically via the Telephone Hotline. The Telephone Hotline shall not include any advertising and shall remain operational until at least thirty (30) days after the Claims Deadline.

KK. "TOA's Counsel" means Casie D. Collignon and Matthew D. Pearson of Baker & Hostetler LLP, and Anthony J. McFarland of Bass Berry & Sims PLC.

III. SETTLEMENT CLASS, SETTLEMENT CLASS REPRESENTATIVE AND CLASS COUNSEL, AND CERTIFICATION OF THE SETTLEMENT CLASS

1. For settlement purposes only, the Parties agree that the Court should certify the following Settlement Class pursuant to Tenn. R. Civ. P. 23.01, defined as:

All individuals residing in the United States who, on or about February 14, 2020, were notified via mail of a Phishing Attack by Tennessee Orthopaedic Alliance, P.A. that occurred between August and October 2019. Excluded from the Settlement Class are: (1) the Judge presiding over this Litigation, the Judge's immediate family members and any members of the Judge's judicial staff; (2) the officers, directors, and employees of Tennessee Orthopaedic Alliance, P.A.; (3) Class Counsel and their immediate family members; and (4) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

2. For settlement purposes only, Class Counsel shall seek, and TOA shall not oppose, the appointment of Joel R. Rhine and Martin A. Ramey of the Rhine Law Firm, P.C., and Micah S. Adkins of the Adkins Firm, P.C. as Class Counsel and appointment of Plaintiffs William Boykin and Sally Robbins as Settlement Class Representatives.

3. The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with their motion for preliminary approval of the Settlement. TOA agrees not to contest certification of the Settlement Class.

IV. CIRCUMSTANCES SURROUNDING SETTLEMENT, INCLUDING NO ADMISSION OF LIABILITY, AND CLASS COUNSEL'S DETERMINATION THAT THE SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS

4. TOA vigorously disputes the claims alleged in the Action and does not by this Agreement or otherwise admit any liability or wrongdoing of any kind. TOA has agreed to enter into this Agreement solely 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 have been asserted in the Action.

5. Class Counsel and Settlement Class Representatives believe that 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 and the risks associated with the continued prosecution of the Litigation. Class Counsel and the Settlement Class Representatives have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

6. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

7. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff or Settlement Class Members, or of any wrongdoing or liability of TOA or (ii) 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 TOA, in the Litigation or in any proceeding in any court, administrative agency, or other tribunal.

V. SETTLEMENT BENEFITS TO THE CLASS

8. Non-Monetary Relief (Business Practice Commitments).

- a. TOA has made improvements to its information security systems since the Phishing Attack. TOA will provide to Class Counsel a Declaration regarding the improvements that they have made to the information security systems since the Phishing Attack. Class Counsel shall treat the Declaration as confidential and cannot use the same for any purpose other than the enforcement of this Settlement.
- b. In addition, TOA has further agreed to implement a robust set of Business Practice Commitments for at least two years, that are identified in Addendum A. This Addendum shall be protected from public disclosure and filed under seal with the Court at the time of filing of the Motion For Preliminary Approval. Addendum A includes Business Practice Commitments including but not limited to access improvements, logging improvements, email security improvements, policy review improvements, encryption improvements, audit improvements and verification to Class Counsel, password improvements, MFA advancements, and training improvements.
- c. Enforcement. Upon receipt of the Independent audit described in Addendum A, Class Counsel shall have the same analyzed by an expert in the field and shall alert TOA's counsel to any possible deficiencies. The Parties shall meet and confer to discuss the issue prior to seeking court intervention. To the extent Court intervention is required, the Parties agree to cooperate in seeking the Court's permission to file the Business Practice Commitments and any discussion of the same under seal

9. Credit Monitoring Services.

- a. TOA will offer one year of Credit Monitoring Services to all Settlement Class Members who make a valid claim for Credit Monitoring Services at TOA's sole expense. Each Participating Settlement Class Member will receive the service named "Identity Guard Total powered by IBM Watson," that includes, at least, the following, or similar, services:

- i. Up to \$1 Million Dollars reimbursement insurance from AIG covering losses due to identity theft and stolen funds;
- ii. Three bureau credit monitoring providing notice of certain changes to the enrolled Participating Settlement Class member's credit profile, including, at least, two-credit bureau inquiry alerts in real-time;
- iii. Real time authentication alerts, in as little as three seconds, when someone attempts to make a change to enrolled Participating Settlement Class members' personal account information within Identity Guard's network;
- iv. LexisNexis authentication alerts utilizing LexisNexis' database of legal, governmental and newsworthy incidents;
- v. Alerts based on searches of payday-loan providers and court records and monitoring of the top ten largest U.S. financial institutions, for attempted or actual fraudulent use of the enrolled Participating Settlement Class members' information;
- vi. Online income tax filing alerts provided by LexisNexis;
- vii. Dark web monitoring that will provide notification if an enrolled Participating Settlement Class member's information such as social security number, credit card numbers, financial account numbers, and health insurance number are found on the dark web;
- viii. Threat alerts powered by IBM "Watson's" artificial intelligence of potential threats relevant to the enrolled Participating Settlement Class members found by IBM Watson's artificial intelligence, for instance: breaches, phishing scams, and malware vulnerabilities;
- ix. Customer support and victim assistance provided by Identity Guard®;
- x. Anti-phishing applications for iOS & Android mobile devices; and
- xi. Safe browsing software for personal computers and Macs to help protect the enrolled Participating Settlement Class member's computer(s) against malicious content with an add-on for Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and flash (the extension also blocks content and tracking cookies to help protect personal information).

- b. The Credit Monitoring Services will not overlap with the Initial Credit Offering. Thus, any Participating Settlement Class Member who received the Initial Credit Offering shall receive this additional Credit Monitoring Service at the completion of the Initial Credit Offering's term, if they make a valid Settlement Claim for this Settlement Benefit.

10. Fraud Resolution Services. TOA will offer three (3) years of Fraud Resolution Services to all Settlement Class Members at TOA's sole expense. Identity Guard® shall supply the Fraud Resolution Services. Victim Recovery Specialists ("VRS") will assist Participating Class Members through a step-by-step recovery process and will also provide consultation and support to help alleviate anxiety. Once engaged, this team of professionals will place fraud alerts on the Participating Settlement Class Member's credit file and outline the required steps for continued

protection. After identity theft or other fraudulent activity occurs, the VRS agent will register the event in Identity Guard's proprietary Case Management System and a Dedicated Case Manager will be assigned to assist the Participating Settlement Class Member for the duration of their identity theft recovery. Dedicated Case Manager duties include:

- a. Obtaining a real-time three bureau (Equifax®, Experian®, and TransUnion®) credit report and reviews in detail with the Participating Settlement Class Member;
- b. Contacting the Participating Settlement Class Members' affected creditors where permissible;
- c. Assisting the Participating Settlement Class Member in placing fraud alerts on their credit files;
- d. If needed, working with a limited Power of Attorney (POA);
- e. Providing full documentation in Identity Guard's Case Management System (CMS); and
- f. Working to full resolution with the Participating Settlement Class Member.

11. Reimbursement of out-of-pocket expenses.

- a. Subject to the aggregate cap described in Paragraph 13, all Participating Settlement Class Members may submit a claim for reimbursement of documented out-of-pocket losses related to the Phishing Attack that were incurred after February 14, 2020. The following are examples of allowed out-of-pocket expenses:
 - i. Unreimbursed bank, credit card fees and expenses;
 - ii. Unreimbursed charges related to unavailability of funds;
 - iii. Other Unreimbursed late fees and charges;
 - iv. Long distance telephone charges;
 - v. Cell minutes (if charged by the minute);
 - vi. Internet usage charges (if either charged by the minute or incurred solely as a result of the Phishing Attack);
 - vii. Interest on payday loans taken as a result of the Phishing Attack;
 - viii. Interest paid on missed or late payments due to credit freezes;
 - ix. Interest on late payments;
 - x. Costs of credit reports or credit monitoring;
 - xi. Payments to professionals such as bookkeepers, accountants and lawyers; and
 - xii. Other losses incurred by a Participating Settlement Class Member that the Settlement Administrator determines is fairly traceable to the Phishing Attack.
- b. To receive reimbursement of documented out-of-pocket expenses, Participating Settlement Class Member must properly complete a Claim Form, which shall require disclosure of the Participating Class Members' name, current address, and sufficient supporting documentation and a description of the nature of the loss, if not apparent from documentation alone. Non-exhaustive examples of

Supporting Documentation include credit card statements, bank statements, invoices, official governmental correspondence, and receipts.

- c. If supporting documentation cannot be provided, then a Participating Settlement Class Member may provide the Settlement Administrator with written statement of the reason documentation cannot be provided. If the Participating Settlement Class Member's written statement is reasonable, then the Settlement Administrator shall allow the claim.
- d. The Settlement Administrator shall verify that each Claim Form comes from a Settlement Class Member on the Class List. The Settlement Administrator has sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects losses incurred that are fairly traceable to the Phishing Attack based upon: (1) the timing of the loss (occurring on or after February 14, 2020); and (2) whether the type of information used to commit identity theft or fraud was the type of personal information that was provided to TOA prior to the Phishing Attack.
- e. The Settlement Administrator may contact members to seek clarification regarding submitted claims prior to deciding their validity.
- f. Members shall not be reimbursed for expenses if they have already been reimbursed for the same expenses by another source.

12. Compensation of Attested Time. Subject to the aggregate cap described in Paragraph 13, all Settlement Class Members may submit a claim for reimbursement of time they expended in as a result of the Phishing Attack. Participating Settlement Class Members will be reimbursed for this lost time at Fifteen and No/100 dollars (\$15.00) an hour as follows:

- a. In order to receive compensation for up to three (3) hours of lost time reimbursement, a Participating Settlement Class Member need only attest that the time was spent as a result of the Phishing Attack.
- b. If a Participating Class Member expended more than 3 hours, then compensation for up to an additional 3 hours will be provided if the Participating Class Member provides sufficient documentation of these additional hours. If supporting documentation cannot be provided, then a Participating Settlement Class Member may provide the Settlement Administrator with written statement of the reason documentation cannot be provided. If the Participating Settlement Class Member's written statement is reasonable, then the Settlement Administrator shall allow the claim.
- c. The Settlement Administrator will have sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Attested Time. The Settlement Administrator may contact class members to seek clarification regarding any submitted claim.

13. Individual Aggregate Cap. Participating Settlement Class Members are subject to an individual aggregate cap of Two Thousand and No/100 dollars (\$2,000.00) for payments made under the Settlement. A Participating Class Member may submit claims for both lost time and documented out-of-pocket expenses, but the Participating Class Member's combined claims will be subject to the aggregate cap and will not exceed Two Thousand and No/100 dollars (2,000.00). Claims for Credit Monitoring and Fraud Resolution Services shall not be subject to this Individual Aggregate Cap.

14. Timing of Claim Forms and Payment to Participating Class Members.

- a. Claim Form. Participating Settlement Class Members are eligible to receive reimbursement for documented out-of-pocket expenses and compensation for lost time if they submit a valid and timely Claim Form and documentation (or written statement why no documentation is available) and/or attestation, as outlined in this Agreement.
- b. Submission. The Claims may be submitted by website submission or by mail.
- c. Timeliness. In order to be deemed timely, the Claim Form must be submitted or postmarked by the Claims Deadline. There will be no obligation to honor or make any payment in connection with any Claim Forms submitted or postmarked after the Claims Deadline, even if such Claim Form otherwise would be valid.
- d. Manner of Payment. The Settlement Administrator will issue all monetary payments to Settlement Class Members who make valid Claims no later than One Hundred and Eighty (180) days after the Effective Date, in the form of a mailed check. Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.
- e. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically

be canceled if not cashed by the Participating Settlement Class Members within that time.

- f. Uncashed Checks. To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.
 - g. Deceased Class Members. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.
15. Disputes/Appeals as to Claims for Out-of-Pocket Losses and Claims for Attested Time.
- a. Deficiencies: To the extent the Settlement Administrator determines a claim for Out-of-Pocket Losses or Attested Time is deficient, in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Participating Settlement Class Member of the deficiencies and give the Participating Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail and U.S. mail.
 - b. Unsuccessful Attempt to Cure: If the Participating Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Participating Settlement Class Member of that determination within ten (10) days of the determination. This notice shall be sent by e-mail and U.S. mail and shall inform the Participating Settlement Class Member of his/her right to dispute the determination in writing and request an appeal within thirty (30) days. The Settlement Administrator may consult with Class Counsel in making such determinations.

- c. Appeal. If a Participating Settlement Class Member disputes a determination in writing and requests an appeal, the Settlement Administrator shall provide a copy of the Participating Settlement Class Member's dispute and Claim Form along with all Documentation or other information submitted to Counsel for the Parties. The Parties will confer regarding the claim submission. The Parties' approval or denial of the Participating Settlement Class Member's claim, in whole or part, will be final. If the Parties cannot agree on approval or denial of the member's claim, in whole or part, the dispute will be submitted to a claims referee agreed upon by the Parties. The claim referee's decision will be final and not subject to appeal or further review.

VI. RELEASES

16. Participating Settlement Class Members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines release all Released Parties from any and all Released Claims arising from or related to the Phishing Attack and/or claims that were or could have been asserted in the Complaint. Upon the Effective Date, and without any further action, all Settlement Class Members, for good and valuable consideration the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Class Representatives further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties relating to any Released Claim.

VII. PRELIMINARY APPROVAL

17. Upon execution of this Agreement by the Parties, Class Counsel shall promptly file a motion with the Court seeking an order granting preliminary approval of this Settlement. The motion for preliminary approval shall request that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to Tennessee Rule of Civil Procedure 23.03 for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Paragraphs 23 and 24 for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in the Litigation unrelated to the Settlement, pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; (vii) appoint Settlement Class Representatives and Class Counsel; and (viii) schedule a Final Approval hearing for a time and date convenient for the Court, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Class Counsel's application for attorneys' fees and expenses and Service Award.

VIII. SETTLEMENT ADMINISTRATOR

18. The Settlement Administrator shall administer various aspects of the Settlement and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to: (i) overseeing administration of the funds paid by TOA to Settlement Class Members; (ii) providing Mail Notice to Settlement Class Members; (iii) establishing and operating the Settlement Website and the Telephone Hotline; (iv) administering the Claims processes; (v) approving and disapproving Claims submitted pursuant to the Claim Forms; and (vi) distributing cash payments according to the processes and criteria set forth herein and in the exhibits hereto.

19. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include:

- a. Obtaining from TOA the name and mailing address of Settlement Class Members for the purpose of sending Mail Notice to Settlement Class Members to the extent that such information is reasonably available from TOA's records and updating the addresses using a National Change of Address database;
- b. Establishing and maintaining a post office box for mailed written notifications of exclusion from the Settlement Class;
- c. Establishing and maintaining a Settlement Website allowing access to the Settlement Class Members, Class Counsel, TOA's Counsel, and the Settlement Administrator;
- d. Establishing and maintaining the Telephone Hotline for Settlement Class Members to call with Settlement-related inquiries or request mailed copies of the electronic Claim Form;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all written notifications of exclusion from the Settlement Class;
- g. Providing weekly reports and, no later than ten (10) days after the Opt-Out Deadline, a final report to Class Counsel and TOA's counsel, that summarizes the number of written notifications of exclusions received that week, the total number of written notifications of exclusions received to date, and other pertinent information as requested by Class Counsel or TOA's counsel;
- h. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class;
- i. Reviewing, determining the validity of, approving or disapproving, and responding to Claims submitted by Settlement Class Members as described in this Agreement;
- j. After the Effective Date, processing and transmitting distributions to Settlement Class Members;
- k. Providing weekly reports and a final report to Class Counsel and TOA's counsel that summarize the number of Claims since the prior reporting period, the total number of Claims received to date, the number of any Claims approved and

denied since the prior reporting period, the total number of Claims approved and denied to date, and other pertinent information as requested by Class Counsel or TOA's counsel; and

1. Performing any function related to settlement administration at the agreed-upon instruction of Class Counsel and TOA's counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with the terms of this Settlement.

20. All costs associated with the Settlement Administrator's provision of the services provided for in this Agreement shall be borne by and separately paid by TOA. Such payment by TOA shall be made separate from and in addition to funds paid by TOA to Participating Settlement Class Members.

IX. NOTICE, OPT-OUTS, AND OBJECTIONS

21. Upon issuance of the Preliminary Approval Order regarding the Settlement, at the direction of TOA, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order, but, in any event, the Settlement Administrator will place the Mail Notices for delivery by the Notice Deadline. The Notice will include, among other information: (i) a short and plain statement of the background of the Litigation and description of the nature and scope of Plaintiff's claims; (ii) a description of the Settlement and the relief provided thereunder; (iii) an explanation of the scope and impact of the release provided under the Settlement; (iii) a statement that any relief to Settlement Class Members is contingent on the Court's approval of the Settlement; (iv) the manner and dates by which Settlement Class Members may object to or opt-out of the Settlement; (v) the date upon which the Final Approval Hearing will occur; and (vi) the web address of the Settlement Website at which Settlement Class Members may access this Agreement, the Claim Form, and other related documents and information concerning the Settlement.

22. The Notice Program has three components: (1) Mail Notice; (2) Notice on the Settlement Website; and (3) the Telephone Hotline. The Settlement Administrator shall send direct Mail Notice to all Settlement Class Members for whom TOA can ascertain a mailing address from its records with reasonable effort, as updated through the use of a National Change of Address database. For any Mail Notices that are returned undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Mail Notice to the updated address as indicated. For any Mail Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and shall re-mail the Mail Notice to the extent updated addresses are identified. The Settlement Administrator need make only one attempt to re-mail any Mail Notice that is returned as undeliverable.

23. The Notice shall include a procedure for a Settlement Class Member to exclude himself or herself from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Such written notification must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. The written notification must include: (i) the name of this Litigation; (ii) the individual's name and address;

(iii) a statement that he or she wants to be excluded from the Litigation; and (iv) the individual's signature. The Settlement Administrator shall provide the Parties with copies of all opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than ten (10) days prior to the Final Approval Hearing. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

24. The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for the Fee and Expense Award and to Class Representatives' Service Award. Objections to the Settlement or to the application for the Fee and Expense Award and Service Award must be filed electronically with the Court, or mailed to the Clerk of the Court, Class Counsel, and TOA's Counsel. For an objection to be considered by the Court, the objection must be: (i) electronically filed by the Objection Deadline; or (ii) mailed first-class postage prepaid to the Clerk of Court, Class Counsel, and TOA's Counsel, at the addresses provided at the Settlement Website, and postmarked by no later than the Objection Deadline, as specified in the Notice. For an objection to be considered by the Court, the objection must also set forth the following:

- a. The name of the Litigation;
- b. The objector's full name, address, email address, and telephone number;
- c. An explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. All grounds for the objection, accompanied by any legal support for the objection;
- e. The identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award;
- f. The identity of all counsel representing the objector who will appear at the Final Approval Hearing;
- g. The number of times in which the objector has objected to a class action settlement within the five (5) years preceding the date on which the objector files the objection, the caption of each case in which the objector has made such objections, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
- h. The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objections, and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case;
- i. Any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between the objector or objector's counsel and any other person or entity;

- j. A list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
- k. A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- l. The objector's signature on the written objection (an attorney's signature is not sufficient).

25. The Mail Notice portion of the Notice Program shall be completed by the Notice Deadline, excluding any re-mails for Mail Notices that are returned undeliverable.

26. The Settlement Administrator shall post the Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Notice shall be posted on the Settlement Website by the Notice Deadline.

27. Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and TOA's Counsel with a Declaration confirming that the Mail Notice, posting of Notice on the Settlement Website, and creation of the Telephone Hotline were completed in accordance with the Parties' instructions and the Court's approval. Class Counsel shall file such Declaration with the Court as an exhibit to or in conjunction with Settlement Class Representative's motion for final approval of the Settlement.

28. TOA shall pay all costs and expenses associated with providing Notice to Settlement Class Members and the implementation of the Notice Program including, but not limited to, the Settlement Administrator's fees.

X. FINAL JUDGMENT

29. Settlement Class Representative's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. By no later than thirty (30) days after the Notice Deadline, Plaintiff shall file a motion for final approval of the Settlement and a motion for the Fee and Expense Award and for Service Award. By no later than seven (7) days prior to the Final Approval Hearing, the Parties shall file responses, if any, to any Settlement Class Member objections, including any objections to the requested attorneys' fees and expense reimbursement, and to file additional papers in support of the Settlement or Service Award request.

30. At the Final Approval Hearing, the Court will consider Settlement Class Representative's motion for final approval of the Settlement, and Class Counsel's application for the Fee and Expense Award and for Service Award. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for the Fee and Expense Award and the Service Award, provided the objectors filed timely objections that meet all of the requirements listed in Paragraph 24 above.

31. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Judgment granting final approval of the Settlement, and whether to approve Class

Counsel's request for the Fee and Expense Award and the Service Award. The proposed Final Judgment that will be filed with the motion for final approval shall be in a form agreed upon by Class Counsel and TOA's Counsel. Such proposed Final Judgment shall, among other things:

- a. Determine that the Settlement is entered into in good faith, is fair, adequate, and reasonable, and is in the best interests of the Settlement Class;
- b. Determine that the Settlement includes no admission of liability by TOA;
- c. Finally certify the Settlement Class for settlement purposes only;
- d. Determine that the Notice provided under the Notice Program satisfied Due Process requirements and Rule 23.03 of the Tennessee Rule of Civil Procedure by providing due, adequate, and sufficient notice to the Settlement Class;
- e. Dismiss the Litigation with prejudice;
- f. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Judgment;
- g. Release TOA from the Released Claims;
- h. Reserve the Court's continuing and exclusive jurisdiction over TOA, and all Settlement Class Members (including all objectors), to administer, supervise, construe, and enforce this Agreement in accordance with its terms; and
- i. Contain a finding that, during the course of the Litigation, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Tennessee Rules of Civil Procedure and all other similar laws relating to the institution, prosecution, defense, and/or settlement of this Litigation.

XII. ATTORNEYS' FEES AND EXPENSES, AND SERVICE AWARD

32. Plaintiff's Counsel will ask the Court to approve, and TOA will not oppose, a service award not to exceed Three Thousand Eight Hundred Fifty and No/100 dollars (\$3,850.00) for each Settlement Class Representative, which is intended to compensate them for their efforts in the Litigation and commitment on behalf of the Settlement Class. Any Service Award approved shall be paid by TOA consistent with the timing for paying the Fee and Expense Award and shall be made through a wired deposit into the Rhine Law Firm, P.C. Trust Account.

33. TOA agrees that Class Counsel may seek an award of attorneys' fees, costs, and expenses in this action, subject to Court approval ("Fee and Expense Award"). Class Counsel asserts that a Fee and Expense Award of Two Hundred Fifty Five Thousand Three Hundred Dollars and No Cents (\$255,300.00) represents fair compensation to Class Counsel for the risks they undertook in commencing and prosecuting the Litigation on a contingency basis, and for the benefits obtained for and conferred upon Plaintiff and the Settlement Class through prosecution of the Litigation, negotiation of the Settlement, and for anticipated claims administration and undertaking an analysis of the annual Business Commitment Audit and possibly undertaking action to enforce the same. Class Counsel agrees not to seek a Fee and Expense Award that exceeds Two Hundred Fifty Five Thousand Three Hundred Dollars and No/100 dollars (\$255,300.00). TOA waives their right to object to or oppose Class Counsel's request for a Fee and Expense Award so long as such request does not exceed Two Hundred Fifty Five Thousand Three Hundred Dollars and No/100 dollars (\$255,300.00); provided, however, that TOA reserves the right to object to Class Counsel's request for the Fee and Expense Award to the extent such

request exceeds the agreed-upon Fee and Expense Award of Two Hundred Fifty Five Thousand Three Hundred Dollars and No/100 dollars (\$255,300.00).

34. Within ten (10) business days of the later of (i) the Effective Date, (ii) a final order approving Class Counsel's Fee and Expense Award, or (iii) after the time for seeking rehearing, appellate or other review of the Fee and Expense Award, TOA shall pay to the Rhine Law Firm, P.C. all Court-approved attorneys' fees, costs, and expenses. In the event that the amount of the Fee and Expense Award awarded by the Court is reduced on appeal, TOA shall pay only the reduced amount of the Fee and Expense Award awarded by the Court. The payment of the Fee and Expense Award awarded by the Court shall be made through a wired deposit into the Rhine Law Firm, P.C. Trust Account. After TOA has distributed the Fee and Expense Award to the Rhine Law Firm, P.C., Class Counsel shall solely be responsible for allocating the Fee and Expense Award to any counsel that contributed to the prosecution and settlement of the Litigation.

35. The Parties did not discuss or agree upon payment of attorney fees and costs until after they agreed on all material terms of relief to the Settlement Class. The finality or effectiveness of the Settlement and this Agreement will not be dependent on the allocation and distribution of the Fee and Expense Award. Any disputes regarding the allocation and distribution of the Fee and Expense Award will be handled by and between Class Counsel and any counsel that contributed to the prosecution and settlement of the Litigation.

36. In the event the Court declines to approve, in whole or in part, the payment of the Fee and Expense Award that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the Fee and Expense Award shall constitute grounds for cancellation or termination of this Agreement.

XIII. TERMINATION

37. This Settlement may be terminated by Settlement Class Representative or TOA by serving on counsel for the opposing Parties and filing with the Court a written notice of termination within fourteen (14) days (or such longer time as may be agreed between Class Counsel and TOA's Counsel) after any of the following occurrences:

- a. Class Counsel and TOA's' Counsel all agree to termination before the Effective Date;
- b. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement;
- c. An appellate court reverses the Final Judgment, and the Settlement is not reinstated and finally approved without material change by the Court on remand;
- d. The Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes, the Preliminary Approval Order, the proposed Final Judgment, or the Settlement; or
- e. The Effective Date does not occur.

38. In the event of a termination, this Agreement shall be considered null and void, and the certification for settlement purposes of the Settlement Class will be vacated; all of the Parties' obligations under the Agreement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Litigation as of the date of the mediation. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

XIV. MISCELLANEOUS

39. Destruction of Confidential Documents. Consistent with all confidentiality agreements in the Litigation, the originals and all copies of all confidential documents and/or information subject to all confidentiality agreements ("Confidential Information") shall be returned to the producing party within 30 days after the Effective Date. The parties may agree in writing that certain Confidential Information may be destroyed in lieu of being returned. Nothing in the Agreement shall require attorney work product or pleading files to be returned or destroyed, provided that any such retained materials remain subject to the terms of the confidentiality agreement.

40. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court, or by written agreement of Class Counsel and TOA's Counsel and as approved by the Court, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

41. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular, and to the singular shall also mean the plural, whenever the context so indicates.

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

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

44. 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 consulted in good faith.

45. Integration. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind

whatsoever have been made by any Party hereto, except as provided for herein (and in any Exhibits attached hereto).

46. 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.

47. Governing Law. 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.

48. 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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

49. 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 retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

50. Notices. All notices to Class Counsel provided for herein, shall be sent by overnight mail to:

<u>Counsel for Plaintiffs:</u>	<u>Counsel for Defendant TOA:</u>
<p>Joel R. Rhine North Carolina Bar No. 16028 Martin A. Ramey North Carolina Bar No. 33617 RHINE LAW FIRM, PC 1612 Military Cutoff Road, Suite 300 Wilmington, NC 28403 Telephone: (910) 772-9960 Facsimile: (910) 772-9062 jrr@rhinelawfirm.com mjr@rhinelawfirm.com</p>	<p>Casie D. Collignon Matthew D. Pearson Baker Hostetler 1801 California Street, Suite 4400 Denver, CO 80202 Telephone: (303) 764-4037 Facsimile: (303) 861-7805 ccollignon@bakerlaw.com mpearson@bakerlaw.com</p> <p>Anthony J. McFarland (No. 009551) BASS BERRY & SIMS PLC 150 Third Avenue South, Suite 2800 Nashville, TN 37201 Telephone: (615) 742 6200 Facsimile: (615) 742 6293 Email: amcfarland@bassberry.com</p>
<p>Micah S. Adkins Tennessee Bar No. 036451 The Adkins Firm, P.C. 1025 Westhaven Blvd, Suite 220 Franklin, TN 37064 Telephone: (615) 370-9659 Facsimile: (205) 208-9632 MicahAdkins@ItsYourCreditReport.com</p>	

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

51. 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 of the terms and provisions of this Agreement.

52. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

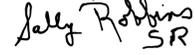
IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized attorneys.

WILLIAM BOYKIN, individually and as Class Representative

Signature: 
CC3F789126D3439...

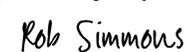
Date: 9/21/2020

SALLY ROBBINS, individually and as Class Representative

Signature: 
2DC97BA93CF540C...

Date: 9/21/2020

TENNESSEE ORTHOPAEDIC ALLIANCE, PA

Signature: 
70F47685B1A1425...

Date: 9/21/2020

RHINE LAW FIRM, P.C. as Class Counsel

Signature: 
40F91CCB30494B4...

Date: 9/21/2020

BAKER HOSTETLER, as Defendant's Counsel

Signature: 
7BCA24CBB2234F0...

Date: 9/21/2020