

**IN THE CIRCUIT COURT OF RUTHERFORD COUNTY, TENNESSEE
FOR THE SIXTEENTH JUDICIAL DISTRICT**

Sherri Krenk,

*On behalf of herself and all others
similarly situated,*

Plaintiff,

v.

**Murfreesboro Medical Clinic and
SurgiCenter and Murfreesboro Medical
Clinic, P.A.,**

Defendant.

CASE NO. 75CCI-2023-CV-81005

NO HEARING REQUESTED

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A Tennessee Court authorized this Long Notice. This is not an advertisement.

IMPORTANT INFORMATION – READ CAREFULLY

A Settlement has been proposed in class action litigation against Murfreesboro Medical Clinic, P.A. (“MMC”). This class action alleges that in April 2023, MMC was the subject of a ransomware attack data breach (“the Data Breach”), resulting in third-party criminals gaining access to certain private information and certain personally identifiable health information of some of MMC’s patients and employees. MMC promptly notified potentially affected patients of the event and offered them certain credit monitoring and identity theft protection free of charge for a period of time. Plaintiffs Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk (“Plaintiffs”) thereafter filed this and other lawsuits, all of which were eventually consolidated, alleging that MMC’s negligence and breach of other statutory and common law duties contributed to the circumstances that allowed the third-party criminals to compromise its computer systems and patient data. MMC denies all the allegations made in the lawsuits, denies any wrongdoing whatsoever, and maintains that its practices were in all respects lawful and proper, and that it was merely a victim of the criminal acts of third parties. However, MMC has agreed to this settlement in order to avoid the costs and

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burdens of further litigation.

You are included in this Settlement, and your rights may be affected by this Settlement if you are a Settlement Class Member. The Settlement Class Members are all persons whose Private Information may have been compromised as a result of the Data Breach that MMC discovered in or about April 2023, and to whom MMC sent or caused to be sent notice of the Data Breach, whether or not the addressee received that notice. The Settlement Class specifically excludes: (i) MMC, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads nobo contendere to any such charge.

This Long Notice summarizes the proposed Settlement and your legal rights. For the precise terms of the Settlement, see the Settlement Agreement available at www.mmcsettlement.com.

Under the Settlement, MMC has agreed to provide certain monetary relief, further described below.

The Settlement allows each Settlement Class Member to file a personally signed and verified claim in order to qualify for the benefits offered by the Settlement, which include potential reimbursement for certain documented out-of-pocket expenses resulting from the Data Breach event; the opportunity to receive additional credit monitoring and identity theft protection; and the opportunity to receive reimbursement for certain time spent addressing the Data Breach. In addition, the Settlement provides that MMC will separately pay attorneys' fees and expenses to Class Counsel of up to \$350,000 and will separately pay a service award to each Class Representative of up to \$3,000 (for a total aggregate payment of \$24,000). In exchange for the benefits the Settlement provides, Settlement Class Members will release any and all claims they may have (whether known or unknown) regarding the Data Breach event, as further explained in Question 20 below.

The Court will decide whether to approve the proposed Settlement. If approved, the Settlement will resolve all claims that were or could have been asserted as a result of MMC's Data Breach event and will resolve each and all of the following lawsuits filed on behalf of various members of the Settlement Class: *Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter*, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.), filed May 18, 2023; *Pamela Taylor, individually, and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A.*, Case No. 2023-CV-81191 (Rutherford Cir. Ct.), filed July 10, 2023; *Alisha Holmes, individually, and on behalf of all others similarly situated v. Murfreesboro Medical Clinic and Surgicenter and Murfreesboro Medical Clinic, P.A.*, Case No. 23-CV-1323 (Ruth. Chanc. Ct.), filed July 10, 2023; *Thomas Stoquert, III, and Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic, P.A. d/b/a Murfreesboro Medical Clinic & SurgiCenter*, Case No. 81186 (Ruth. Cir. Ct.),

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filed July 11, 2023; *Genna Holder, individually & on behalf of two minor children, individually, and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A., et al.*, Case No. 75CC1-2023-CV-81208 (Ruth. Cir. Ct.), filed July 13, 2023; and *Donna Scott, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic, P.A.*, Case No. 75CC1-2023-CV-81296 (Ruth. Cir. Ct.), filed on August 3, 2023.

The class action settlement approval process may take several months, or more if there is an appeal. Benefits will not be paid unless and until this process is completed and final court approval is obtained. Please be patient.

Please Read This Long Notice Carefully

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
FILE A CLAIM FOR COMPENSATION	You may file a personally signed Claim Form in order to receive reimbursement for certain documented out-of-pocket expenses or lost time, and/or additional identity theft protection and credit monitoring. Filing a Claim Form is the only way to receive a payment from this Settlement. For detailed information about how to file a Claim Form, see Question 16.	Claims Deadline: April 14, 2026
EXCLUDE YOURSELF FROM THIS SETTLEMENT	You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement by sending a personally signed written request for exclusion. If the Settlement becomes Final, this is the only option that allows you to retain your rights to individually sue for claims relating to the allegations in the complaint. You will not receive a payment from the Settlement if you exclude yourself. For detailed information about excluding yourself from the Settlement, see Question 27.	End of Opt-Out Date: December 15, 2025

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OBJECT TO OR COMMENT ON THE SETTLEMENT	You may object to the Settlement by writing to the Court about why you don't think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. For detailed information about how to object to or comment on the Settlement, <i>see</i> Question 21.	End of Objection Date: December 15, 2025
GO TO THE FINAL FAIRNESS HEARING	You may, but are not required to, attend the Final Fairness Hearing in the Rutherford County Circuit Court, where the Court will hear any oral arguments concerning the approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must state your intention to do so in your written objection or comment. For detailed information about attending the Final Fairness Hearing, <i>see</i> Question 25.	Date of Final Fairness Hearing: January 16, 2026, at 9:00 a.m. CT
DO NOTHING	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement but will give up the right to sue, continue to sue, or be part of another suit against MMC related to the legal claims resolved by this Settlement.	No Deadline

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I. BACKGROUND INFORMATION

1. Why is there a notice?

A Court authorized this Long Notice because you have a right to know how the proposed Settlement may affect your rights. This Long Notice explains the nature of the litigation, the general terms of the proposed Settlement, and what it may mean to you. This Long Notice also explains the ways you may participate in, or exclude yourself from, the Settlement or get more information about the Settlement.

2. What is this Litigation about?

The Complaint in this case alleges that MMC discovered in or about April 2023 that MMC's computer systems and electronic data systems were the subject of a ransomware attack by third party criminals, during which the third-party criminals gained access to certain private information and personally identifiable health information of certain of MMC's patients and employees. MMC promptly notified all potentially affected persons of the event and offered them certain identity theft protection and credit monitoring services free of charge for a certain period of time. These lawsuits allege that MMC's negligence and breach of other statutory and common law duties contributed to the third-party criminals gaining access to the systems that housed the data of Settlement Class Members. MMC denies all such allegations made in the lawsuit and does not make any admission of guilt or wrongdoing by entering into the Settlement. No court or other entity has made any findings that MMC was negligent or that any law or duty has been violated by MMC.

The various complaints filed in this Litigation, were consolidated in Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.), describe the specific legal claims alleged by Plaintiffs and the relief sought, and are available on the Settlement Website, at www.mmcsettlement.com. You can also find a copy of the Court's orders regarding this Settlement at www.mmcsettlement.com.

3. Who is the defendant in the lawsuit?

The defendant is Murfreesboro Medical Clinic, P.A., a physician-owned ambulatory clinic with its principal place of business in Murfreesboro, Tennessee.

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4. Why is this a class action?

In a class action, one or more people file a lawsuit to assert legal claims on behalf of themselves and other persons who have interacted with the defendant in the same or a similar way. Here, named Plaintiffs and Class Representatives Pamela Taylor, Alisha Holmes, Thomas Stoquert III, Angela Stoquert, individually and as next friend of E.S., and Wyatt A. Stoquert, Genna Holder, individually and on behalf of two minor children, Brenda Scales, Donna Scott, and Sherri Krenk filed this Litigation on behalf of all persons who were sent notice by MMC that their information may have been accessed in the ransomware attack MMC experienced in April 2023.

Even if you have not filed your own lawsuit against MMC regarding the allegations described in this notice, if you are a Settlement Class Member, this Settlement still affects you because the Settlement applies to all Settlement Class Members.

5. Why is there a Settlement?

The Court has not decided whether MMC did anything wrong at all and has not decided in favor of either the Class or MMC on the ultimate merits of any of Plaintiffs' claims. Instead, both sides agreed to a Settlement. Settlements avoid the costs, burdens, delay and uncertainty of a trial and appeals while providing agreed benefits to Settlement Class Members when the Settlement becomes final. Class Representatives and the attorneys for the Settlement Class ("Class Counsel," identified in Question 9 below), believe that the Settlement is in the best interests of the Settlement Class and Settlement Class Members.

6. Who and what is the Settlement Administrator?

The Court has appointed Kroll Settlement Administration, LLC ("Kroll") as the Settlement Administrator. The Settlement Administrator's role is to effectuate the Court-approved class notice program, receive, validate, and facilitate payment of the Settlement Class Members' Valid Claims, and generally administer the Settlement as provided in the Settlement Agreement.

II. CLASS MEMBERSHIP

7. Who is in the Settlement?

You are part of the Settlement if you are in the Settlement Class. The Court decided that, if the Settlement is approved, the Settlement Class will include **"all persons whose Private Information may have been compromised as a result of the Data Breach that MMC discovered in or about April 2023, and to whom MMC sent or caused to be sent notice of the Data Breach, whether or not the addressee received that notice."**

8. Are there exceptions to being included?

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Yes. The Settlement Class specifically excludes: (i) MMC, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads nobo contendere to any such charge.

III. THE LAWYERS FOR SETTLEMENT CLASS MEMBERS

9. Do I have a lawyer in the case?

If you are a Settlement Class Member, you have lawyers for purposes of pursuing approval of the Settlement and having it enforced if it is approved. The Court appointed the following persons and firms as “Class Counsel” to represent the Settlement Class as a whole in connection with the proposed Settlement: J. Gerard Stranch IV of Stranch, Jennings, & Garvey, LLC (Lead Class Counsel); Danielle Perry of Mason, LLP; Philip Krzeski of Chestnut Cambronne; Christopher D. Jennings of Jennings, PLLC; Tyler Bean of Siri & Glimstad LLP; and Samantha E. Holbrook of Shub & Johns LLC (Additional Class Counsel). If you want to be represented by your own lawyer, for purposes of objecting to the settlement or otherwise, you may hire one at your own expense if you choose to do so.

10. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and expenses not to exceed three hundred fifty thousand dollars (\$350,000). Any amount the Court awards in attorneys’ fees and expenses shall not exceed \$350,000 and shall be paid by MMC separately from any payment to Settlement Class Members.

Class Counsel will also ask the Court to approve a service award of \$3,000 each for the named Plaintiffs who filed these consolidated lawsuits on behalf of the Settlement Class, as an award for their service to the Settlement Class in obtaining this Settlement.

Class Counsel’s application for attorneys’ fees, expenses, and service awards will be made available on the Settlement Website at www.mmcsettlement.com fifteen (15) days before the deadline for you to comment on or object to the Settlement or exclude yourself from it.

The Court will decide whether to award attorneys’ fees and expenses and service awards in those amounts or in lesser amounts. Any attorneys’ fees, expenses, or service awards approved by the Court will be paid by MMC separately from any payments to Settlement Class Members.

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IV. BENEFITS FOR SETTLEMENT CLASS MEMBERS

11. What benefits does the settlement provide?

Out-of-Pocket, Unreimbursed Expenses. All Settlement Class Members may submit a claim for up to \$500 for reimbursement of unreimbursed out-of-pocket expenses the Settlement Class Member actually paid that were traceable to the Data Breach. Such out-of-pocket expenses would include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. The claim must establish that the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, such losses and damages are not recoverable under the Settlement Agreement.

Compensable Lost Time. Settlement Class Members are also eligible to receive reimbursement for up to two (2) hours of lost time spent dealing with the Data Breach (calculated at the rate of \$25 per each hour spent). Claims for lost time not to exceed \$50 comprise part of the \$500 maximum for out-of-pocket reimbursements per the above paragraph. Settlement Claims for lost time are subject to proration if lost time claims exceed an aggregate classwide cap of \$200,000. Lost time claims shall require a detailed description of how and why the time was spent and on what dates after the Data Breach the time was spent. All other expenses claimed shall require proof as described below.

Claim Forms. Settlement Class Members seeking reimbursement of either type described in the two paragraphs above must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before **April 14, 2026**. The Claim Form must be personally signed under penalty of perjury and verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were actually incurred, not reimbursed from any source prior to the date of the Settlement Claim, not reasonably avoidable by the claimant, and plausibly arose from the Data Breach. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation. See Question 16 below for further information on filing a claim.

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Credit Monitoring. Defendant will offer Settlement Class members two (2) years' credit monitoring and identity theft protection services at no cost to Class Members. The services will include credit monitoring and at least \$1,000,000 in identity theft insurance. All Settlement Class Members will be eligible for two (2) years of coverage from the date of timely activation of their enrollment code following final approval of the Settlement. Enrollment codes and the deadline for their activation will be sent to class members following the Effective Date. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two (2) years; (ii) identity theft insurance of at least \$1 million (no deductible); and (iii) access to fraud resolution agents to help investigate and resolve identity thefts.

Business Practices Changes. The Settling Parties agree that as part of the Settlement consideration, MMC, at its sole and separate expense, shall adopt, pay for, implement, and maintain the following business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) maintenance of a written information security program; (ii) employee training on data security policies and detecting/handling suspicious emails; (iii) implementation of appropriate firewall and segregation protocols; (iv) development of an appropriate protocol for deletion of records; and (v) maintenance of a policy for responding to data security events. Before the final fairness hearing, MMC shall submit a certification confirming its compliance with these business practices changes.

12. How were the settlement benefits determined?

Counsel for the parties exchanged significant information about the Data Breach, the relief made available to affected persons by MMC voluntarily before any suit was filed, and the number of persons whose data was housed in the files to which the third-party criminals gained access, then worked with an independent mediator to try to resolve this case. Ultimately, with the assistance and concurrence of the independent mediator, all parties concluded and agreed that this Settlement and the Settlement benefits offered to Settlement Class Members were in all respects fair, reasonable, and adequate for all Settlement Class Members. The Court has preliminarily agreed, subject to considering any comments or objections from Settlement Class Members.

13. How will Valid Claims for monetary reimbursement be paid?

Settlement Class Members who submit a Valid Claim will receive a check for the monetary benefits to which they are entitled.

If any checks remain uncashed 120 days after their issue date, the checks will become void, the amount of those uncashed checks will be donated to The MMC Foundation and the payee will be deemed to have waived his or her right to receive the amount of the check but will still be bound by the Settlement and will still have released MMC from the Released Claims.

14. When will settlement benefits be paid?

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The Court holds the Final Fairness Hearing on January 16, 2026, at 9:00 a.m. CT, thereafter grants final approval to the Settlement, and all rights of appeal are exhausted. If there is no appeal, payment of Settlement Benefits is likely to be completed during or before the second quarter of 2026. If there is an appeal, no payment will be due until the appeal is over, and then only if approval of the Settlement is upheld on appeal.

15. Will all Settlement Class Members who file Settlement Claims receive the same amount?

No. Each Settlement Class Member who submits a timely and Valid Claim for compensation will be paid based on the amount of out-of-pocket expenses and lost time he or she properly documents in the claim submission, subject the terms and limitations set forth in the Settlement. Each Settlement Class Member is entitled to submit only one Settlement Claim.

V. HOW TO FILE A CLAIM

16. How do I file a Settlement Claim for compensation?

Claim Forms. Settlement Class Members seeking reimbursement of either type described in the two paragraphs above must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before April 14, 2026. The Claim Form must be personally signed under penalty of perjury and verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses and charges claimed were actually incurred, not reimbursed from any source prior to the date of the claim, not reasonably avoidable by the claimant, and plausibly arose from the Data Breach. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

The Claims Deadline is **April 14, 2026** (this is the postmark deadline for mailed claims and the electronic submission deadline for claims submitted online). Mailed Claim Forms should be sent to: **Settlement Administrator – 83284; c/o Kroll Settlement Administration LLC; PO Box 225391; New York, NY 10150-5391.**

17. Can I submit multiple Settlement Claims?

No. Each Settlement Class Member may submit only one Claim Form.

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18. What happens if my Settlement Claim is not accepted?

The Settlement Administrator may reject Claim Forms that are duplicates of another claim, are reasonably suspected to be fraudulent, are submitted after the deadline, or do not contain all required information and a personal signature. The Settlement Administrator may also reject Claim Forms submitted by individuals it reasonably determines are not members of the Settlement Class. Before rejecting a claim, the Settlement Administrator may notify the claimant to give the claimant an opportunity to correct any deficiency.

19. When and how will I receive the benefits I claim from the settlement?

If, after you submit a Claim Form, you change your mailing address, email address, or the electronic payment information provided on your Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so by contacting the Settlement Administrator using the contact information in Question 31.

VI. LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

20. What rights am I giving up to stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will stay in the Settlement Class and you will therefore be giving up what are called “Released Claims” against the “Released Parties” as these terms are fully defined in Paragraph 1.23 and Paragraph 1.24 of the Settlement Agreement, which is available at www.mmcsettlement.com. This means, among other things, that you are giving up the right to claim compensation from MMC (or any other parties defined as Released Parties in the Settlement Agreement) for any claims that were or could have been raised in any of these lawsuits relating to the Data Breach or for any other claims that relate in whole or in part to or arise in whole or in part from the Data Breach. The Persons you are releasing include MMC, its physicians, officers, directors, members, vendors, insurers, agents, employees, insurers, and representatives, among others.

All the decisions by the Court will bind you unless you exclude yourself from the Settlement (see Questions 27 and 28).

Again, Paragraph 1.23 and Paragraph 1.24 of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement and the parties who will be released. You can access the Settlement Agreement and read the details of the legal claims being released at www.mmcsettlement.com. If you have any questions about what this means, you can contact Class Counsel or the Settlement Administrator (see Questions 9 and 31).

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VII. OBJECTING TO THE SETTLEMENT

21. If I don't like the settlement, how do I tell the Court?

If you do not exclude yourself from the Settlement, you can ask the Court to deny approval by filing an objection. You can object to any aspect of the Settlement, to Class Counsel's request for attorneys' fees and expenses, to the certification of the Settlement Class, to the request for service awards, or anything else about this case.

Objecting to the Settlement means asking the Court to deny approval to the Settlement. The Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, MMC will not be required to comply with the terms of the Settlement Agreement, no Settlement payments will be sent out, and the Litigation will continue. If that is what you want to happen, you may object.

Any objection to the proposed settlement must be submitted in writing and must state: (i) the case name and docket number, *Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/ Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (16th Judicial Cir. Ct., Rutherford Cty.); (ii) the objector's full name, address, telephone number, and email address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., a copy of original notice of the Data Breach or a copy of the Short Notice of this Settlement addressed to said objector); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (vi) the identity of any and all counsel representing the objector in connection with the objection; (vii) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing, and (viii) the objector's personal signature and, if the objector is represented by counsel, the signature of the objector's duly authorized attorney. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, Rutherford County, Circuit Civil Court Clerk, 116 W. Lytle St., Room 106, Murfreesboro, TN 37130, in *Krenk et al. v. Murfreesboro Medical Clinic, P.A. d/b/a/ Murfreesboro Medical Clinic & Surgicenter*, Case No. 75CC1-2023-CV-81005 (16th Judicial Cir. Ct., Rutherford Cty.), no later than sixty (60) days from the date on which notice program commences as provided in ¶ 3.2, and served concurrently therewith upon lead Class Counsel, J. Gerard Stranch, IV, Stranch, Jennings, & Garvey, PLLC, The Freedom Center, 223 Rosa L. Parks Avenue, Suite 200, Nashville, Tennessee 37203, and counsel for MMC, Kimberly M. Ingram-Hogan, Bradley Arant Boult Cummings, LLP, 1221 Broadway, Suite 2400, Nashville, TN 37203.

OBJECTIONS ARE WAIVED IF NOT POSTMARKED ON OR BEFORE DECEMBER 15, 2025.

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22. What is the difference between objecting and excluding myself?

You object to the Settlement when you disagree with some aspect of the Settlement and think the Court should not give final approval of the Settlement. An objection, like a comment, allows your views to be heard in Court. If you submit an objection, you will still be bound by the Settlement if the Court overrules your objection.

Excluding yourself from the Settlement means that you are no longer a Settlement Class Member and don't want the Settlement (including monetary payments) to apply to you. Once you are excluded, you lose any right to object to any aspect of the Settlement because the case no longer affects you.

23. Do I need to attend the Final Fairness Hearing if I file an objection?

If you file a timely written objection, you may (but are not required to) appear at the Final Fairness Hearing, either in person or through your own attorney, as long as you state in your objection that you intend to appear at the hearing. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

VIII. FINAL FAIRNESS HEARING

24. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing before Judge Atwood at January 16, 2026, on 9:00 a.m. CT in courtroom 6B of the Rutherford County Judicial Center, 116 W. Lytle St., Murfreesboro, Tennessee 37130. The hearing may be postponed to a different date or time or location without notice except on the court's docket and the Settlement Website. The hearing may be scheduled to occur telephonically or by video conference. Please check www.mmcsettlement.com for any updates about the Settlement or the Final Fairness Hearing. If the date, time, or format, of the Final Fairness Hearing changes, an update to the Settlement Website or the Court's docket is the only way you will be informed of the change.

At the Final Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing (see Question 26). The Court may also consider Class Counsel's application for attorneys' fees, expenses, and for each Class Representative's Service Award. At or after the hearing, the Court will decide whether to approve the Settlement and whether to approve Class Counsel's application for attorneys' fees, expenses, and each Class Representative's Service Award.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.mmcsettlement.com or call (833) 630-8406.**

25. Do I have to come to the hearing?

No, you do not need to attend. You may attend at your own expense, if you wish, but you do not have to. If you submit a written objection, the Court will consider it even if you do not come to the hearing. If you want to speak at the hearing, you must say so in your objection. You may also pay your own lawyer to attend the hearing, but it is not required that you hire your own lawyer.

26. May I speak at the hearing?

At the hearing, the Court will at its discretion hear any objections and arguments concerning the fairness of the Settlement and whether it should be approved.

As described more fully above in response to Question 24, you are eligible to speak at the Final Fairness Hearing if you (a) have mailed your written comment or objection to the Court on or before the postmark deadline, and (b) stated in your comment or objection that you intend to appear at the Final Fairness Hearing.

You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IX. EXCLUDING YOURSELF FROM THE SETTLEMENT

27. How do I exclude myself from the settlement?

If you want to keep the right to sue or continue to sue MMC or the other released entities (see Question 21) based on claims this settlement resolves, you must exclude yourself from the Settlement Class (sometimes called “opting out”).

To exclude yourself from the settlement, you must mail a request for exclusion to the Settlement Administrator. The request for exclusion must include:

- a. The name and case number of this lawsuit (*Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter*, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.));
- b. Your full name and mailing address, email address, and telephone number;
- c. A clear statement that you want to be excluded from the Settlement; and
- d. Your handwritten or electronically imaged written (e.g., “DocuSign”) signature. An attorney’s signature, or a typed signature, is not sufficient.

You must mail your request for exclusion, postmarked no later than **December 15, 2025**, to:

Settlement Administrator – 83284; c/o Kroll Settlement Administration LLC; PO Box 225391; New York, NY 10150-5391

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You cannot exclude yourself by mailing a notification to any other location or after the deadline of **December 15, 2025**. You cannot exclude yourself by telephone or by email. Your exclusion letter must be signed by you, personally, and not your lawyer or anyone else acting on your behalf. “Mass” or “class” opt-outs made on behalf of multiple persons or classes of persons are not allowed and will be deemed invalid. No Settlement Class Member may submit an opt-out request for anyone but himself or herself.

28. If I do not exclude myself, can I sue MMC for the same thing later?

No. Unless you exclude yourself, you give up the right to sue MMC and the other released entities (see Question 20) for the claims that this settlement resolves.

29. If I exclude myself, am I still represented by Proposed Class Counsel?

No. Proposed Class Counsel represents the Settlement Class as a whole. If you timely and properly exclude yourself from the Settlement Class, you are no longer part of the Settlement Class and are not represented by Proposed Class Counsel.

X. DOING NOTHING

30. What happens if I do nothing?

If you do nothing, and if the Settlement becomes Final, you will be part of the Settlement Class. By doing nothing, you will have not submitted a Valid Claim and therefore will not receive any monetary compensation from the Settlement. You will still give up your rights to sue (or continue to sue) MMC or the Released Parties (see Question 20) for claims arising out of or related to the allegations in the Plaintiffs’ complaint.

XI. GETTING MORE INFORMATION

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

This Long Notice summarizes the proposed Settlement. The precise terms are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement, view other case documents, and get additional information, updates, and answers to Frequently Asked Questions, by visiting www.mmcsettlement.com.

All of the case documents that have been filed publicly in this case are also available online through the Court’s Online Court Records System at <https://rutherford.tncrtinfo.com>. This case is called Sherri Krenk, individually and on behalf of all others similarly situated v. Murfreesboro Medical Clinic P.A. d/b/a Murfreesboro Medical Clinic and Surgicenter, Case No. 75CC1-2023-CV-81005 (Ruth. Cir. Ct.). You may obtain case documents by visiting the office of the Clerk of the Court for Rutherford County, Circuit Civil Court Clerk, 116 W. Lytle St., Room 106,

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Murfreesboro, TN 37130 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can also get additional information, update your address, or request a copy of the Settlement Agreement by calling toll free (833) 630-8406, writing to the Settlement Administrator at www.mmcsettlement.com, OR by mail to **Settlement Administrator – 83284; c/o Kroll Settlement Administration LLC; PO Box 225391; New York, NY 10150-5391.**

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S
OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM
PROCESS.**

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.mmcsettlement.com or call (833) 630-8406.**