

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), dated March 27, 2024, is made and entered into by and between (1) Josiah Arend and Breanna Arend, individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 26) (together, “Plaintiffs”), and (2) Newcourse Communications, Inc. (“Newcourse”) and First United Bank and Trust Co. (“First United Bank”) (together, “Defendants”) (collectively, the “Parties”), in the action styled *Arend et al. v. Newcourse Communications, Inc. et al.*, Case No. 23C303, pending in the Circuit Court of Davidson County, Tennessee, for the Twentieth Judicial District at Nashville (the “Action”).

RECITALS

WHEREAS, Plaintiffs filed the Action against Defendant on February 8, 2023, in the Circuit Court of Davidson County, Tennessee, for the Twentieth Judicial District at Nashville;

WHEREAS, the Action relates to a data security incident on Newcourse’s computer systems that occurred on or around April 27, 2022 to May 3, 2022, and which Newcourse notified affected individuals on or about October 31, 2022, that potentially affected certain personal information of customers of First United Bank and/or other clients of Newcourse to which or for whom Newcourse provides its services (the “Data Breach”);

WHEREAS, Defendants deny: (a) the allegations and all liability with respect to any and all facts and claims alleged in the Action; (b) that the class representatives in the Action and the class they purport to represent have suffered any injury or damage and that any alleged injury or damage was caused by the Data Breach or any other act or omission of Defendants; and (c) that the Action satisfies the requirements to be certified or tried as a class action under Tenn. R. Civ. P. 23 or any other law;

WHEREAS, the Parties engaged in extensive arm’s length settlement negotiations conducted through the Parties’ respective counsel, which included the exchange of informal discovery related to the merits of Plaintiffs’ claims and class certification as well as discussion of the Parties’ respective positions on the merits of the claims and class certification; and

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, and without any admission or concession by any Party, the Parties agree to a full, complete, and final settlement and resolution of the Action and the Released Claims (as defined herein), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the case styled *Arend et al. v. Newcourse Communications, Inc. et al.*, Case No. 23C303, pending in the Circuit Court of Davidson County, Tennessee, for the Twentieth Judicial District at Nashville.

2. “Approved Claim” means a Claim Form timely submitted by a Participating Settlement Member that has been approved by the Settlement Administrator.

3. “Attested Time” means time spent remedying issues related to the Data Breach, as further provided for and defined in Section III of this Agreement.

4. “Claim Form” or “Claim” means the form(s) Participating Settlement Class Members must submit to be eligible for reimbursement of Attested Time, Out-of-Pocket Expenses, Financial Losses, and/or to claim Identity Theft Monitoring Services under the terms of the Settlement, which is attached hereto as Exhibit 1.

5. “Claims Deadline” means the last day to submit a timely Claim Form(s), which will occur 90 days from the Notice Deadline.

6. “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.

7. “Class Counsel” means J. Gerard Stranch IV and Andrew Mize of the law firm Stranch, Jennings & Garvey, PLLC and Lynn A. Toops and Amina A. Thomas of the law firm Cohen & Malad, LLP;

8. “Court” means the Honorable David Briley in the Circuit Court of Davidson County, Tennessee, for the Twentieth Judicial District at Nashville, or such other judge to whom the Action may hereafter be assigned.

9. “Data Breach” means the data security incident on Newcourse’s computer systems that occurred on or around April 27, 2022 to May 3, 2022, and which Newcourse notified affected individuals on or about October 31, 2022, as alleged in the Complaint in the Action and reflected in Exhibits A through to F of the Complaint filed in the Action, and which First United Bank notified affected individuals, as reflected in Exhibit G of the Complaint filed in the Action.

10. “Defendants’ Counsel” means Freeman Mathis & Gary, LLP and Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

11. “Effective Date” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order and Judgment or one (1) business day following entry of the Final Approval Order and Judgment if no parties have standing to appeal and no objections have been filed to the Agreement; or (ii) if any appeal, petition, request for rehearing, or other review has been filed, one (1) business day after the Final Approval Order and 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.

12. “Fee Application” means any motion for an award of attorneys’ fees, Litigation Costs and Expenses, and Service Award Payments.

13. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

14. “Final Approval Order and 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 Tenn. R. Civ. P. 23 and 58, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendants’ Counsel will work together on a proposed Final Approval Order and Judgment, which Defendant must approve before filing.

15. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Tenn. R. Civ. P. 23 and whether to issue the Final Approval Order and Judgment.

16. “Financial Losses” means proven and attested monetary losses arising from financial fraud or identity theft, up to a maximum total amount of \$4,000, as further provided for and defined in Paragraph 39.C of this Agreement.

17. “Identity Theft Monitoring Services” means two (2) years of identity theft monitoring services consisting of: real time monitoring of the credit file at all three credit bureaus; \$1 million of identity theft insurance; and access to fraud resolution agents to help investigate and resolve identity.

18. “Litigation Costs and Expenses” means reasonable costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action, all of which shall not exceed \$250,000 and which is subject to approval by the Court.

19. “Maximum Claims Payout” means a maximum payment obligation in the amount of \$600,000.00 for the payment Approved Claims made under this Settlement, which shall be the responsibility of Newcourse on behalf of the Defendants, but which shall not include costs for claimed Identity Theft Monitoring Services, Settlement Administration Expenses, Service Award Payment, and the Fee Award and Costs.

20. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order, and which shall consist of the Postcard Notice attached hereto as Exhibit 2 and the Long Notice attached hereto as Exhibit 3.

21. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members and will occur 30 days after entry of the Preliminary Approval Order.

22. “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 45 days after the Notice Deadline.

23. “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 45 days after the Notice Deadline.

24. “Out-of-Pocket Expenses” means documented out-of-pocket costs or expenditures up to a maximum total amount of \$500 that a Settlement Class Member actually incurred because of the Data Breach, and that have not already been reimbursed by a third party, as further provided for and defined in Paragraph 39.b of this Agreement.

25. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

26. “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 Tenn. R. Civ. P. 23, 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. Class Counsel and Defendants’ Counsel will work together on a proposed Preliminary Approval Order, which Defendants must approve before filing.

27. “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, demands, 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 Releasors (as defined herein) 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 herein) that arise out of, are based upon, or are in any way related to the Data Breach, as well those which were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims or facts alleged or asserted in the Action.

28. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

29. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed \$2,500 to each Settlement Class Representative, as approved by the Court.

30. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

31. “Settlement Administration Costs” shall mean the costs and fees of the Settlement Administrator, including the cost of means all the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class; locating Settlement Class Members; processing claims; determining the eligibility of any person to be a Settlement Class Member; and administering, calculating, and distributing the Settlement funds to Settlement Class Members.

32. “Settlement Administrator” means Kroll Settlement Administration, LLC, subject to Court approval. Class Counsel and Defendants’ Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

33. “Settlement Class” means (a) all individuals whose Social Security numbers were compromised by the Data Breach and who were mailed notification of the Data Breach by or on behalf of Newcourse on or about October 31, 2022; and (b) individuals whose Social Security numbers were not compromised by the Data Breach but who were mailed notification of the Data Breach by or on behalf of Newcourse or First United Bank and who have asserted a claim against Newcourse and/or First United Bank on or before the date of this Agreement for alleged misuse of their personal information resulting in harm because of the Data Breach.

34. “Settlement Class List” means the list generated by Defendants containing the first and last names and current or last known mailing addresses for all persons who fall under the definition of the Settlement Class, which Defendants shall provide to the Settlement Administrator within 21 days of the Preliminary Approval Order.

35. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

36. “Settlement Class Representatives” means Josiah Arend and Breanna Arend.

37. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member pursuant to Paragraphs 44-48.

38. “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, Class Counsel’s Fee Application, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, email 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 30 days after all Settlement Payments have been distributed.

II. COMPENSATION FOR ATTESTED TIME, OUT-OF-POCKET EXPENSES, AND FINANCIAL LOSSES

39. Compensation: Subject to the Maximum Claims Payout, the following compensation will be paid by Newcourse on behalf of Defendants to Participating Settlement Class Members who submit valid and timely Claim Forms. Claims will be subject to review for completeness and plausibility by the Settlement Administrator.

a. Compensation for Attested Time: On behalf of Defendants, Newcourse will compensate Participating Settlement Class Members for up to five hours of Attested Time at the rate of \$20 per hour (maximum total of \$100 per person), if at least one full hour was spent remedying the Data Breach, upon submission of an attestation detailing how and why the time was spent.

b. Compensation for Out-of-Pocket Expenses: On behalf of Defendants, Newcourse will compensate Participating Settlement Class Members for Out-of-Pocket Expenses, up to a maximum total of \$500 per person, upon submission of a Claim Form with an attestation and supporting documentation, for the following costs or expenditures actually incurred because of the Data Breach and associated with fraud or identity theft, not already been reimbursed by a third party, and incurred between October 31, 2022 and the date of the Preliminary Approval Order:

- i. Bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, copying, or gasoline for local travel;
- ii. Professional fees including attorneys' fees, accountants' fees, notary fees, and fees for credit repair services; and
- iii. Costs for additional credit reports, credit monitoring, or other identity theft insurance products.

c. Compensation for Financial Losses: On behalf of Defendants, Newcourse will compensate Participating Settlement Class Members for Financial Losses, up to a maximum total of \$4,000 per person, for proven monetary losses arising from financial fraud or identity theft, upon submission of a Claim Form with an attestation and supporting documentation of proof of loss, if:

- i. The loss is an actual, documented, and unreimbursed monetary loss;
- ii. The loss is fairly traceable to the Data Breach;
- iii. The loss occurred between April 27, 2022 and the date of the close of the Claims Period;
- iv. The loss is not already covered as Attested Time or an Out-of-Pocket Expense; and
- v. The Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.

40. Assessing Claims for Attested Time. The Settlement Administrator shall have the sole discretion and authority to determine whether Attested Time meets the requirements of this Agreement and whether the prerequisites have been met in order to award payments of Attested Time, but may consult with Class Counsel and Defendants' Counsel in making individual determinations. The Settlement

Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

41. Assessing Claims for Out-of-Pocket Expenses and Financial Losses. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Expenses and Financial Losses meet the requirements of this Agreement and whether the prerequisites have been met in order to award payments of Out-of-Pocket Expenses and Financial Losses, but may consult with Class Counsel and Defendants' Counsel in making individual determinations. In assessing what qualifies as "fairly traceable," the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after April 27, 2022 (or for credit monitoring service cost claimed, after October 31, 2022); and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in Newcourse's notices of the Data Breach. The Settlement Administrator is authorized to contact any Settlement Class Member (by email, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

42. Disputes. To the extent the Settlement Administrator determines a claim for Attested Time, Out-of-Pocket Expenses, or Financial Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via email, unless the claimant did not provide an email address, in which case such notifications shall be sent via U.S. mail. If the 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 Settlement Class Member of that determination within 10 days of the determination. The Settlement Administrator may consult with Class Counsel and Defendants' Counsel in making such determinations.

III. IDENTITY THEFT MONITORING SERVICES

43. Identity Theft Monitoring Services. Defendants shall offer to Participating Settlement Class Members the opportunity to enroll in Identity Theft Monitoring Services, to be paid for by Newcourse, upon submission of valid and timely Claim Forms and completion of all requirements for enrollments determined by the Settlement Administrator. The Identity Theft Monitoring Services shall consist of the following for a period of two years from the date of enrollment:

- a. Real time monitoring of the credit file at all three credit bureaus;
- b. \$1 million of identity theft insurance; and
- c. Access to fraud resolution agents to help investigate and resolve identity.

IV. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. Payment Timing. Payments for Approved Claims for reimbursement for approved Out-of-Pocket Expenses and Financial Losses as set forth in Paragraph 39 shall be issued in the form of a check mailed and/or an electronic payment as soon as practicable after the allocation and distribution of funds are determined by the Settlement Administrator following the Effective Date.

45. Timing. Settlement Checks shall bear in the legend that they expire if not negotiated within 180 days of their date of issue.

46. 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 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 email 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 90 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.

47. Uncashed Checks. To the extent that a Settlement Check is not cashed within 180 days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by email 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) 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. Upon request of a Participating Settlement Class Member, the Settlement Administrator may re-issue a check for up to an additional 90-day period following the original 180-day period. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for 90 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.

48. 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 and Defendants' Counsel.

V. EOUITABLE RELIEF

49. Remedial Measures/Security Enhancements. Newcourse improved information security enhancements to date, and will commit to additional information security enhancements in each of years

2024 and 2025. The enhancements include third-party security monitoring, third party logging, network monitoring, firewall enhancements, email enhancements, and equipment upgrades.

VI. SETTLEMENT CLASS NOTICE

50. Notice. Within 21 days after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within 30 days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class.

51. Manner of Giving Notice. Subject to Court approval, the Settlement Administrator will provide the Class Notice to all Class Members as described herein.

a. Postcard Notice. As soon as practicable, but starting no later than 30 days from the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Postcard Notice via First Class Mail to all Settlement Class Members. Before mailing the Postcard Notice, the Settlement Administrator will update the addresses provided by Defendants with the National Change of Address database. It shall be conclusively presumed that the intended recipients received the Postcard Notice if the mailed Postcard Notices have not been returned to the Settlement Administrator as undeliverable within 15 days of mailing.

b. Settlement Website. Prior to the date on which the Settlement Administrator initiates the Notice, the Settlement Administrator shall establish the Settlement Website. The Parties shall meet and confer and choose a mutually acceptable URL for the Settlement Website. The Settlement Website shall remain accessible until 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Website shall contain: the Long Notice; the Settlement Agreement; contact information for Class Counsel and Defendants' Counsel; contact information for the Settlement Administrator; the publicly filed motion for preliminary approval, motion for final approval, and Fee Application (when they become available); the signed preliminary approval order; and a downloadable and online version of the Claim Form.

VII. OPT-OUTS AND OBJECTIONS

52. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 45 days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

53. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Settlement Administrator postmarked no later than 45 days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

VIII. DUTIES OF THE SETTLEMENT ADMINISTRATOR

54. Settlement Administration Process. Once a Settlement Administrator is mutually agreed to by the parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will mail to each Settlement Class Member a postcard (1) notifying the Settlement Class Member of the settlement and its terms; (2) providing the Settlement Class Member with the URL settlement website, and (3) instructing the Settlement Class Member on how to make a claim. Defendants will cooperate in providing to the Settlement Administrator class member contact information, including mailing addresses, which will be kept strictly confidential between the Settlement Administrator, Defendants, and Class Counsel. After the Court enters an order finally approving the Settlement, the Settlement Administrator shall provide the requested relief to all Settlement Class Members, subject to the limitations herein, including the Maximum Claims Payout. Cash payments to Settlement Class Members will be made by check or electronic payment sent from the Settlement Administrator. Prior to mailing settlement checks, the Settlement Administrator shall attempt to update the last known addresses of the Settlement Class Members through the National Change of Address system or similar databases.

55. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Administering, and overseeing the Settlement funds provided by Defendants to pay approved Claims;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;

e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

f. Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

g. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Defendants' Counsel a list of approved Claims both periodically during the Claims Period and after the Claims Deadline;

h. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendants' Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Defendants' Counsel;

i. Working with the provider of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;

j. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

k. Providing weekly or other periodic reports to Class Counsel and Defendants' Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

l. In advance of the Final Approval Hearing, preparing a sworn declaration to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

m. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Defendants' Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

56. Limitation of Liability. The Parties, Class Counsel, and Defendants' Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement funds; (iii) the formulation, design or terms of the disbursement of the Settlement funds; (iv) the determination, administration,

calculation or payment of any claims asserted against the Settlement funds; or (v) the payment or withholding of any Taxes and Tax-Related Expenses.

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

58. Settlement Administration Fees. All settlement administration fees will be paid from the Settlement funds and they are, in all events, solely to be borne by Newcourse on behalf the Defendants.

IX. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

59. Certification of the Settlement Class. For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

60. Preliminary Approval. Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the settlement within 21 days of its execution.

61. Final Approval. Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

62. 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 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.

X. MODIFICATION AND TERMINATION

63. Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits

hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

64. Decertification of the Settlement Class if Settlement Not Approved. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; or (2) the Effective Date does not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

XI. RELEASES

65. The Release. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns (collectively, the "Releasers") shall be deemed to have released, acquitted, and forever discharged any and all Released Claims they have or may have, whether known or unknown, against Newcourse, First United Bank, Tennessee Housing Development Agency, Owners Choice Funding Incorporated, Evergreen Home Loans, and Village Capital Investment LLC, as well as any and all of their respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, as well as any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees, and all their predecessors, successors, and assigns, in their individual and official capacities, both jointly and severally (collectively, the "Releasees"), of any of the foregoing.

66. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that any of the Releasers do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasees of any of the foregoing or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasers shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND

THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each of the Releasors shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasors acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

67. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Releasors shall be enjoined and permanently barred from commencing, prosecuting, or participating in any claim they have released in the preceding paragraphs in any proceeding against any of the Releasees or based on any actions taken by any of the Releasees that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XII. SERVICE AWARD PAYMENTS

68. Service Award Payments. At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action. The Settlement Class Representatives shall seek, and Newcourse, on behalf of the Defendants, agrees to pay, a service award of up to \$2,500.00 to each Settlement Class Representative, subject to Court approval. The Service Award Payment will be paid by the Settlement Administrator or directly by Newcourse on behalf of the Defendants, in the amount approved by the Court, within 30 days after the Effective Date.

69. No Effect on Agreement. If the Court declines to approve, in whole or in part, the payment of service awards in the amount requested or at all, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XIII. ATTORNEYS' FEES, COSTS, EXPENSES

70. Attorneys' Fees and Costs and Expenses. At least 14 days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application for an award of attorneys' fees and Litigation Costs and Expenses. Defendants agree not to oppose an application by Plaintiffs' counsel for an award of attorneys' fees, costs, and expenses up to a maximum amount of \$250,000. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Defendants and the Settlement Administrator a properly completed and duly executed IRS Form W-9. The Fee Award and Costs shall be paid by the Settlement Administrator or directly by Newcourse on behalf of the Defendants, in the amount approved by the Court, within 30 days after the Effective Date.

71. Allocation. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys. Defendants shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XIV. NO ADMISSION OF LIABILITY

72. No Admission of Liability. 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. The Releasors and Class Counsel expressly acknowledge and agree that Defendants have entered into this Agreement solely for convenience and the avoidance of litigation and that their decision to do so is not and shall not ever be asserted or construed as an admission of liability or wrongdoing of any kind, or that any of the allegations or claims asserted in the Action or released within the Released Claims have any factual or legal merit of any kind, all of which Defendants expressly deny.

73. No Use of Agreement. Neither the Settlement Agreement, 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 Plaintiffs or otherwise; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendants in the Action or in any proceeding in any court, administrative agency or other tribunal.

XV. MISCELLANEOUS

74. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.


75. Execution in Counterparts. This Agreement shall become effective upon its execution by the Parties, Class Counsel, and Defendants' Counsel. The Agreement may be executed by electronic means or in writing, and the electronic, scanned, or faxed images of signatures shall be sufficient and deemed the equivalent of originals. In addition, the Agreement may be executed in counterparts, with each counterpart being deemed an original, and execution of the counterparts having the same force and effect as if all Parties had signed the same instrument.

76. No Construction Against the 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. The Settlement Class Representatives and Defendants each acknowledge that each have been advised and are represented by legal counsel of his, her, or its own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.


77. Entire Agreement and Modification. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, and, once a motion for Preliminary Approval has been filed, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent agreement of the Parties.

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.


JOSIAH AREND, individually and as Class Representative
on behalf of Participating Settlement Class Members

Signature:  _____
DocuSigned by: BE657D0F4EF04E3...
Date: 3/27/2024 _____

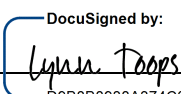
BREANNA AREND, individually and as Class Representative
on behalf of Participating Settlement Class Members

Signature:  _____
DocuSigned by: B1F03C691F8D49A...
Date: 3/27/2024 _____


STRANCH, JENNINGS & GARVEY, PLLC, as Class Counsel

By:  _____
DocuSigned by: 64DA70E969B54C7...
Print name: J. Gerard Stranch, IV _____
Date: 4/2/2024 _____

COHEN & MALAD, LLP, as Class Counsel

By:  _____
DocuSigned by: D9B8B8938A374C0...
Print name: Lynn A. Toops _____
Date: 3/27/2024 _____

NEWCOURSE COMMUNICATIONS, INC.

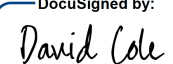
DocuSigned by:
By: 
EC915D4C2728446...

Print name: Jim Conde

Title: Chief Executive Officer

Date: 3/27/2024

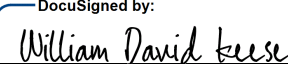
FREEMAN MATHIS & GARY, LLP, as Counsel for Newcourse Communications, Inc.

DocuSigned by:
By: 
B2718DB3F40947A...

Print name: David A. Cole

Date: 3/27/2024

FIRST UNITED BANK AND TRUST CO.


DocuSigned by:
By: 
A8663F58EA324F8...

Print name: William David Keese

Title: Senior Vice President

Date: 3/27/2024

**BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.,
as Counsel for First United Bank and Trust Co.**

DocuSigned by:
By: 
A21385143767452...

Print name: John S. Hicks

Date: 3/27/2024

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEWCOURSE DATA SECURITY INCIDENT SETTLEMENT

NEWCOURSE COMMUNICATIONS

AREND ET AL V. NEWCOURSE COMMUNICATIONS, INC. ET AL. Case No.: 23C303 In the Circuit Court of Davidson County, Tennessee

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR IDENTITY THEFT PROTECTION AND CREDIT MONITORING SERVICES AND/OR COMPENSATION FOR UNREIMBURSED LOSSES

GENERAL INSTRUCTIONS

If you are a member of the Settlement Class, you are eligible to complete this Claim Form to claim (1) credit monitoring and identity theft protection with \$1 million in insurance coverage; (2) up to five hours of lost time compensable at \$20 per hour; (3) up to \$500 for reimbursement for documented ordinary out-of-pocket expenses and/or (4) up to \$4,000 for proven monetary losses if you were the victim of actual, documented identity theft.

Please refer to the Notice posted on the Settlement Website WWW.WEBSITE.COM, for more information on submitting a Claim Form and information on the aggregate cap on claims.

To receive any of these benefits, you must submit the Claim Form below by DATE.

This Claim Form may be submitted electronically via the Settlement Website at WWW.WEBSITE.COM or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Arend et al. v. Newcourse Communications, Inc. et al. c/o Kroll Settlement Administration LLC PO Box xxxx New York, NY #####-####

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name Last Name

Address 1

Address 2

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEWCOURSE DATA SECURITY INCIDENT SETTLEMENT

NEWCOURSE COMMUNICATIONS

AREND ET AL V. NEWCOURSE COMMUNICATIONS, INC. ET AL. Case No.: 23C303 In the Circuit Court of Davidson County, Tennessee

City State Zip Code

Email Address (optional): @

Telephone Number: () -

II. PROOF OF CLASS MEMBERSHIP

Check this box to certify that you are a Person residing in the United States to whom <<DEFENDANT>> sent its notice of a Data Security Incident that <<DEFENDANT>> discovered on or about <<DATE>>.

Enter the Class Member ID Number provided on your postcard Notice or the last four digits of your Social Security Number:

Class Member ID : xxxx

Social Security Number (last four digits only):

III. IDENTITY THEFT PROTECTION

Check this box if you wish to receive free credit monitoring and identity protection with \$1 million in insurance. If you check this box, you will be offered 2 years of credit monitoring.

IV. COMPENSATION FOR LOST TIME

All members of the Settlement Class who have spent time dealing with the Data Security Incident may claim up to five (5) hours for lost time at a rate of \$20 per hour.

Hours claimed (up to 5 hours – check one box) 1 Hour 2 Hours 3 Hours 4 Hours 5 Hours

I attest and affirm under penalty of perjury that the time I have claimed above as lost time was spent related to the Data Security Incident.

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Security Incident. Check all activities, below, which apply.

- Calling bank/credit card customer service lines regarding fraudulent transactions.
Writing letters or e-mails to banks/credit card companies in order to have fraudulent transactions reversed.

Your claim must be
submitted online or
postmarked by:
DATE

**CLAIM FORM FOR NEWCOURSE
DATA SECURITY INCIDENT SETTLEMENT**

**NEWCOURSE
COMMUNICATIONS**

AREND ET AL V. NEWCOURSE COMMUNICATIONS, INC. ET AL.

Case No.: 23C303

In the Circuit Court of Davidson County, Tennessee

- Time on the internet verifying fraudulent transactions.
- Time on the internet updating automatic payment programs due to new card issuance.
- Calling credit reporting bureaus regarding fraudulent transactions and/or credit monitoring.
- Writing letters or e-mails to credit reporting bureaus regarding correction of credit reports.
- Other. Provide description(s) here: _____
- _____
- _____

V. REIMBURSEMENT FOR ORDINARY EXPENSES

All members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of **documented** out-of-pocket expenses, not to exceed \$500 per Settlement Class Member, that were incurred as a result of the Data Security Incident. **You must submit documentation to obtain this reimbursement.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
<input type="radio"/> Out-of-pocket expenses incurred as a result of the Data Security Incident.	___/___/___ (mm/dd/yy)	\$ _____

Examples of Supporting Third Party Documentation: *Bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, copying, or gasoline for local travel; Professional fees including attorneys' fees, accountants' fees, notary fees, and fees for credit repair services; and Costs for additional credit reports, credit monitoring, or other identity theft insurance products. Please note that these examples of reimbursable documented out-of-pocket losses are not meant to be exhaustive, but exemplary. You may make claims for any documented out-of-pocket losses that you believe are reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident.*

VI. REIMBURSEMENT FOR EXTRAORDINARY LOSS EXPENSES

Members of the Settlement Class who were a victim of actual documented identity theft may submit a Claim Form for reimbursement of **documented and proven** extraordinary loss expenses, not to exceed \$4,000 per Settlement Class

Your claim must be submitted online or postmarked by: DATE

CLAIM FORM FOR NEWCOURSE DATA SECURITY INCIDENT SETTLEMENT

NEWCOURSE COMMUNICATIONS

ARENDA ET AL V. NEWCOURSE COMMUNICATIONS, INC. ET AL. Case No.: 23C303 In the Circuit Court of Davidson County, Tennessee

Member, that were incurred as a result of the Data Security Incident. Generally, an extraordinary loss expense is unreimbursed financial loss as the direct result of financial fraud or stolen identity.

An extraordinary loss must meet the following criteria: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss is fairly traceable to the Data Security Incident; (iii) the loss occurred between April 27, 2022, and the end of the Claims Period; (iv) the loss is not already covered by one or more of the normal reimbursement categories above; and (v) 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.

You must submit documentation to obtain this reimbursement.

Table with columns: Cost Type (Fill all that apply), Approximate Date of Loss, Amount of Loss. Includes a section for describing extraordinary loss expenses and a requirement to submit documentation.

VII. PAYMENT SELECTION

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

Questions? Go to WWW.WEBSITE.COM or call <<PHONE NUMBER>>

Your claim must be submitted online or postmarked by:
DATE

CLAIM FORM FOR NEWCOURSE
DATA SECURITY INCIDENT SETTLEMENT

NEWCOURSE
COMMUNICATIONS

AREND ET AL V. NEWCOURSE COMMUNICATIONS, INC. ET AL.

Case No.: 23C303

In the Circuit Court of Davidson County, Tennessee

payment option.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

____/____/_____
Date

Print name

Exhibit 2 – Postcard Notice

A proposed Settlement has been reached in a class action lawsuit known as *Arend et al. v. Newcourse Communications, Inc. et al.* No.: 23C303, (“Lawsuit”), filed in the Circuit Court of Davidson County, Tennessee.

What is this about? This Lawsuit arises out of the unauthorized access to Newcourse Communications, Inc. (“Newcourse”) systems, which occurred on or around April 27, 2022 to May 3, 2022, and about which Newcourse notified affected individuals on or about October 31, 2022 (the “Data Security Incident”). The claims asserted are based allegations that certain files allegedly accessed during the Data Security Incident may have contained Private Information obtained and maintained by Newcourse on behalf of its customers, including First United Bank and Trust Co. (“First United Bank”). Allegedly, that Private Information included for some persons names, addresses, Social Security Numbers, and certain mortgage information. Newcourse disagrees with Plaintiffs’ claims and denies any wrongdoing.

Who is a Settlement Class Member? You are a Settlement Class Member if (a) your Social Security numbers were compromised by the Data Security Incident and were mailed notification by or on behalf of Newcourse on or about October 31, 2022; or (b) your Social Security number was not compromised by the Data Security Incident but you were mailed notification of by or on behalf of Newcourse or First United Bank and you have asserted a claim against Newcourse and/or First United Bank on or before the date of the Settlement Agreement for alleged misuse of your personal information resulting in harm because of the Data Security Incident.

What are the benefits? The Settlement provides the following benefits:

- **Credit Monitoring:** Credit monitoring and identity theft protection with \$1 million in insurance for two years.
- **Lost Time Compensation:** Compensation for up to five hours of lost time spent dealing with the Data Security Incident (\$20 per hour) for a maximum of up to \$100 per Person.
- **Documented Ordinary Loss Expense Reimbursement:** Up to \$500 for documented out-of-pocket expenses and fees for bank fees, cell phone charges, credit reports, credit monitoring, or other identity theft insurance products incurred as a result of the Data Security Incident.
- **Documented Extraordinary Loss Reimbursement:** If you were the victim of actual documented identity theft reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member, for proven actual monetary losses.

How to make a claim? You must file a Claim Form by mail postmarked by <<DATE>>, and mailed to the Claims Administrator’s address below, or online at <<WEBSITE>> by <<DATE>>, to receive benefits from the Settlement.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a Claim Form to get money.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any money from the Settlement. You must submit an Opt-Out Request to the Claims Administrator by <<DATE>>. If you do not file a timely Request for

Exclusion, you will lose the opportunity to exclude yourself from the Settlement and will be bound by the Settlement.

- **Object:** You can stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be submitted by <<DATE>>. If you do not file a timely and adequate objection you waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement. Detailed instructions on how to file a Claim Form, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at <<www.WESBITE.COM>>. The Court will hold the Final Approval Hearing on <<DATE>>at <<TIME>>, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys' fees, costs, and expenses of \$250,000 and request a Service award of \$2,500 to each Settlement Class Representative, and to consider whether and if it should be approved. You may attend the hearing, but you don't have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Notice, Claim Form, Settlement Class Counsel's application for attorneys' fees and expenses, and other documents, visit <WWW.WEBSITE.COM>> or call <<PHONE NUMBER>>. You may also contact the Claims Administrator at *Newcourse*, c/o Kroll Settlement Administration, PO Box ##### New York, NY 10150-####.

Exhibit 3 – Long Notice**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT****If Newcourse Communications Notified You Of A Data Security Incident,
You May Be Eligible For Benefits From A Class Action Settlement.**

This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit known as *Arend et al. v. Newcourse Communications, Inc. et al.* No.: 23C303, (“Lawsuit”), filed in the Circuit Court of Davidson County, Tennessee.
- This Lawsuit arises out of the unauthorized access to Newcourse Communications, Inc. (“Newcourse”) systems, which occurred on or around April 27, 2022 to May 3, 2022, and about which Newcourse notified affected individuals on or about October 31, 2022 (the “Data Security Incident”). The claims asserted are based allegations that certain files allegedly accessed during the Data Security Incident may have contained Private Information obtained and maintained by Newcourse on behalf of its customers, including First United Bank and Trust Co. (“First United Bank”). Allegedly, that Private Information included for some persons names, addresses, Social Security Numbers, and certain mortgage information. Newcourse disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) credit monitoring and identity theft protection with \$1 million in insurance coverage; (2) up to five hours of lost time compensable at \$20 per hour; (3) up to \$500 for reimbursement for documented ordinary out-of-pocket expenses and/or (4) up to \$4,000 for proven monetary losses if you were the victim of actual, documented identity theft.
- Newcourse has or will also provide security improvements for the Private Information it maintains.
- You are included in this Settlement as a Settlement Class Member if (a) your Social Security numbers were compromised by the Data Security Incident and were mailed notification by or on behalf of Newcourse on or about October 31, 2022; or (b) your Social Security number was not compromised by the Data Security Incident but you were mailed notification of by or on behalf of Newcourse or First United Bank and you have asserted a claim against Newcourse and/or First United Bank on or before the date of the Settlement Agreement for alleged misuse of your personal information resulting in harm because of the Data Security Incident.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form and/or Receive Credit Monitoring	You must submit a valid Claim Form to get money or credit monitoring from this Settlement. Claim Forms must be submitted online by <<DATE>> or, if mailed, postmarked no later than <<DATE>>.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement. Your Opt-Out Request must be postmarked no later than <<DATE>>.
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than <<DATE>>.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details. The Final Approval Hearing is scheduled for <<DATE>>, at <<TIME>>.

Exhibit 3 – Long Notice

WHAT THIS NOTICE CONTAINS

Basic InformationPage 3

1. How do I know if I am affected by the Lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits Pages 4-5

6. What does this Settlement provide?
7. How to submit a Claim Form.
8. What am I giving up as part of the Settlement?
9. Will the Settlement Class Representatives receive compensation?

Exclude Yourself Pages 5-6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing YouPage 6

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement..... Pages 6-7

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing..... Pages 7-8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Get More InformationPage 8

20. How do I get more information about the Settlement?

Exhibit 3 – Long Notice**BASIC INFORMATION****1. How do I know if I am affected by the Lawsuit and Settlement?**

You are a Settlement Class Member if (a) your Social Security numbers were compromised by the Data Security Incident and were mailed notification by or on behalf of Newcourse on or about October 31, 2022; or (b) your Social Security number was not compromised by the Data Security Incident but you were mailed notification of by or on behalf of Newcourse or First United Bank and who have asserted a claim against Newcourse and/or First United Bank on or before the date of the Settlement Agreement for alleged misuse of your personal information resulting in harm because of the Data Security Incident.

The Settlement Class specifically excludes: (i) Newcourse (“Newcourse”); (ii) Tennessee Housing Development Agency, First United Bank and Trust Company, Owners Choice Funding Incorporated, Evergreen Home Loans, Village Capital Investment LLC; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) 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 Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the Lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Arend et al. v. Newcourse Communications, Inc. et al.* No.: 23C303, (“Lawsuit”), filed in the Circuit Court of Davidson County, Tennessee. The Persons who sued are called the “Plaintiffs” and the company they sued, Newcourse, is known as the “Defendant” in this case. Newcourse will be called “Defendant” in this Notice.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially impacted as a result of the Data Security Incident.

This Lawsuit arises out of potential unauthorized access to Defendant’s systems and certain files containing sensitive information including, but not limited to, for some persons full names, addresses, and Social Security Numbers. After learning of the Data Security Incident, Defendant mailed notification to persons whose Private Information may have been impacted by the Data Security Incident on or about October 31, 2022. Subsequently, this Lawsuit was filed asserting claims against Defendant relating to the Data Security Incident.

Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Settlement Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at <<WWW.WEBSITE.COM>>.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you are a Person residing in the United States to whom Newcourse sent its notice of a Data Security Incident that Newcourse discovered on or about <<DATE>>. If you are not sure whether you are included

Exhibit 3 – Long Notice

as a Settlement Class Member, or have any other questions about the Settlement, visit <<WWW.WEBSITE.COM>>, call toll free <<PHONE NUMBER>>, or write to *Arend et al. v. Newcourse Communications, Inc. et al.*, c/o Kroll Settlement Administration, PO Box #####, New York, NY 10150-#####.

THE SETTLEMENT BENEFITS**6. What does this Settlement provide?**

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

Documented Ordinary Loss Expense Reimbursement: All Settlement Class Members who submit a valid claim using the Claim Form are eligible for the following documented (except lost time, as defined below) ordinary loss expense reimbursement, not to exceed \$500 per Settlement Class Member: (a) documented out-of-pocket expenses that were incurred as a result of the Data Security Incident, which may include: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, (ii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between <<DATE>>, and the date of the Settlement Agreement.

This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Data Security Incident or to mitigating the effects of the Data Security Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Security Incident.

To receive reimbursement for any of the above-referenced documented ordinary loss expenses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to five (5) hours of lost time spent dealing with the Data Security Incident (calculated at the rate of \$20 per hour) for a maximum of up to \$100 per Person. Settlement Class Members may receive reimbursement for lost time if the Settlement Class Member certifies that the lost time was spent responding to the Data Security Incident. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement and are subject to the same \$500 documented ordinary loss expense reimbursement cap for all Settlement Class Members.

Documented Extraordinary Loss Reimbursement: Settlement Class Members who were the victim of actual documented identity theft are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$4,000 per Settlement Class Member, including proven actual monetary losses, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; (iii) the loss occurred between April 27, 2022 and the date of the Settlement Agreement; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) 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.

Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in credit monitoring and identity theft protection with \$1 million in insurance. Settlement Class Members will be offered 2 years of credit monitoring.

The maximum amount to be paid by Newcourse and its insurer is capped at no more than \$600,000 for the payment Approved Claims made under this Settlement, exclusive of costs for claimed Identity Theft Monitoring Services, Settlement

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Administration Expenses, Service Award Payment, and the Fee Award and Costs.

If the Settlement is finally approved by the Court, Settlement Class Members who make timely, valid claims for credit monitoring services will be provided with codes required to activate these services.

Remedial Relief: Newcourse will continue to provide security for Private Information in its possession, custody or control. These security measures will be paid for by Newcourse separate and apart from other Settlement benefits.

7. How to submit a Claim Form

All Claim Forms will be reviewed by the Claims Administrator for completeness and plausibility. You must file a Claim Form to get money and credit monitoring from the proposed Settlement. Claim Forms must be submitted online by <<DATE>> or postmarked no later than <<DATE>>. You can download a Claim Form at <<WWW.WEBSITE.COM>>.Newcoursedatasettlement.com or you can call the Claims Administrator at <<PHONE NUMBER>> for a Claim Form.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant, Tennessee Housing Development Agency, First United Bank and Trust Company, Owners Choice Funding Incorporated, Evergreen Home Loans, Village Capital Investment LLC, or any of their respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, as well as any and all of their respective past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, subrogees, and all their predecessors, successors, and assigns, in their individual and official capacities, both jointly and severally (“Released Persons”), regarding the Data Security Incident or claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at <<WWW.WEBSITE.COM>>.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Settlement Class Representatives receive compensation?

Yes. If approved by the Court, the Settlement Class Representatives will each receive a Service award of up to \$2,500, to compensate them for their services and efforts in bringing the Lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Settlement Class Representatives.

EXCLUDE YOURSELF**10. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, you must send a timely written Opt-Out Request, stating your full name, address, and telephone number. Your Opt-Out Request must be personally signed by you and contain your original signature (or the original signature of a Person previously authorized by law, such as a trustee, guardian, or Person acting under power of attorney to act on your behalf with respect to a claim or right, such as those in the Lawsuit). Your request must also clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement.

Your written Opt-Out Request must be postmarked no later than <<DATE>> to:

Arend et al. v. Newcourse Communications, Inc. et al.
c/o Kroll Settlement Administration

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PO Box #####

New York, NY 10150-#####

Instructions on how to submit an Opt-Out Request are available at <<WWW.WEBSITE.COM>> or from the Claims Administrator by calling <<PHONE NUMBER>>.

If you exclude yourself you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The law firms of Stranch, Jennings & Garvey, PLLC, and Cohen & Malad, LLP (called “Settlement Class Counsel”) represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$250,000. This request will not reduce the amount of funds available to Settlement Class Members under this Settlement. A copy of Settlement Class Counsel’s Motion for attorneys’ fees, costs, expenses, and Service award for Settlement Class Representatives will be posted on the Settlement Website, <<WWW.WEBSITE.COM>> before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an Objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) State the objecting Settlement Class Member’s full name, current address, telephone number, and email address (if any);
- b) Contain the objecting Settlement Class Member’s original signature;
- c) Set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident);

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- d) Set forth a statement of all grounds for the Objection, including any legal support for the Objection that the objector believes applicable;
- e) Identify all counsel representing the objector;
- f) State whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and;
- g) Contain the signature of the objector’s duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

Your Objection must be filed with the Clerk of Court and include the case name and docket number, <<CASE NAME>>, Civil Action No.: ##### (“Lawsuit”), filed in <<court location>> (the “Newcourse Action”) to be received no than **DATE** at:

NAME
STREET
CITY, STATE ZIPCODE

In addition, you must concurrently mail or hand deliver a copy of your objection to Settlement Class Counsel and Newcourse Counsel, postmarked no later than <<DATE>>:

CLASS COUNSEL	Newcourse (DEFENSE) COUNSEL
Stranch, Jennings & Garvey, PLLC c/o J. Gerard Stranch 223 Rosa L Parks Ave Ste 200 Nashville, TN 37203 Cohen & Malad, LLP c/o Lynn Toops 1 Indiana Square Indianapolis, IN 46204	Freeman Mathis & Gary, LLP c/o David A. Cole 100 Galleria Parkway, Suite 1600 Atlanta, GA 30339

In addition, if the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file with the Court, and mail or hand-deliver to Settlement Class Counsel and Newcourse Counsel, a notice of appearance no later than forty-five (45) days after the Notice Deadline. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also:

- a) Identify the attorney(s) representing the objector who will appear at the Final Approval Hearing;
- b) Include each such attorney’s name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers;
- c) Include a list identifying all objections each counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney, and;
- d) If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide a list of any such witnesses together with a brief summary of each witness’s expected testimony at least thirty (30) days before the Final Approval Hearing.

If you do not submit your Objection with all requirements, or if your Objection is not received by <<DATE>>, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on <<DATE>>, at <<TIME>> in Courtroom <<COURT ADDRESS>>. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check <<WWW.WEBSITE.COM>> for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid Objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service award to the Settlement Class Representatives.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your Objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an Objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

GET MORE INFORMATION

20. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for attorneys' fees, costs, expenses, and Service award for Settlement Class Representatives, and more, please visit <<WWW.WEBSITE.COM>> or call <<PHONE NUMBER>>. You may also contact the Claims Administrator at <<CASE NAME>>, c/o Kroll Settlement Administration, PO Box #####, New York, NY 10150-#####.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' COUNSEL.**