EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Jeffrey Lawrence ("Plaintiff" or "Settlement Class Representative"), individually and on behalf of the Settlement Class Members (as defined *infra*), and Blue Ridge Rural Water Company, Inc. ("Blue Ridge" or "Defendant") (together, the "Parties"), in the action *Lawrence v. Blue Ridge Rural Water Company, Inc.* (Case No. 2025-CP-23-03210) filed on or about May 20, 2025, in the South Carolina Court of Common Pleas for the Thirteenth Judicial Circuit, County of Greenville (the "Action"). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On May 20, 2025, Plaintiff filed a class action complaint against Defendant in the South Carolina Court of Common Pleas for the County of Greenville related to the Data Incident. Plaintiff brought the following claims: negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, breach of fiduciary duty, and declaratory judgment.

2. Defendant filed a motion to dismiss on September 17, 2025, claiming that Plaintiff lacked standing to bring his claims and failed to state a claim. The same day, Plaintiff's counsel sent Rule 408 requests to Defendant to learn about the breach, the class, and gather information with which to make an informed demand.

3. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the Data Incident, the number of Settlement Class Members, the geographic locations of Settlement Class Members, and the types of information breached. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

4. The Parties scheduled a formal mediation session with Hon. David E. Jones, ret. of Resolute Systems, LLC. Notably, Hon. David E. Jones, ret., has substantial experience with mediating analogous complex class actions.

5. Under the guidance of Hon. David E. Jones, ret., the Parties engaged in arm's length negotiations—wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Over the course of the full-day mediation, the Parties discussed the relevant facts and law and advocated their positions through Hon. David E. Jones, ret. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Award until the core terms of a settlement were finalized (i.e., to avoid any conflicts). After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on the core terms of the Settlement.

6. Thereafter, the Parties continued to negotiate the finer terms of the Settlement memorialized in this agreement.

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7. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

8. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

9. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

10. "**Alternative Cash Payment**" means the cash payment that Settlement Class Members can claim as set forth in Section III, exclusive of Credit Monitoring Services, Service Award, Notice and Administrative Expenses, and Fee Award and Costs.

11. "**Approved Claim**" means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

12. "**Claim Form**" means the form(s) Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to the form attached hereto. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

13. "**Claims Deadline**" means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

14. "**Claims Period**" means the period of time during which Settlement Class Members

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may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

15. "**Claims Review Process**" means the process for reviewing and determining whether claims are valid as set forth in Section IV.

16. "**Court**" means South Carolina Court of Common Pleas for the Thirteenth Judicial Circuit, County of Greenville.

17. "**Credit Monitoring Services**" means the credit monitoring services described in Section III which includes two (2) years of three-bureau credit monitoring and $1 million in identity theft protection insurance.

18. "**Data Incident**" means the cybersecurity incident that impacted Defendant on or around July 23, 2024.

19. "**Defendant's Counsel**" means Daniel Kavouras of Baker Hostetler and Rivers S. Stillwell of Maynard Nexson.

20. "**Effective Date**" means the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

21. "**Fee Award and Costs**" means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

22. "**Final Approval Hearing**" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Award to the Class Representative, to be held at least 120 days after entry of the Preliminary Approval Order.

23. "**Final Approval Order**" means an order, substantially in the form attached hereto as **Exhibit E**, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the South Carolina Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

24. "**Litigation Costs and Expenses**" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

25. "**Notice**" or "**Notice Program**" means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to

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be provided substantially in the forms attached hereto (the "Short Form Notice" (**Exhibit A**) and the "Long Form Notice" (**Exhibit B**)), as well as on the Settlement Website. The Short Form Notice shall include a tear-off claim form allowing Settlement Class Members to elect Credit Monitoring Services and/or the Alternative Cash Payment.

26. "**Notice Deadline**" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

27. "**Notice and Administrative Expenses**" means all of 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, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

28. "**Objection Deadline**" is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

29. "**Objection Procedure**" means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

30. "**Opt-Out**" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

31. "**Opt-Out Deadline**" is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be thirty (30) days before the initial scheduled Final Approval Hearing, or other such date as ordered by the Court.

32. "**Opt-Out Procedure**" means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

33. "**Out-of-Pocket Losses**" means documented out-of-pocket monetary costs that a Settlement Class Member actually incurred despite reasonable efforts to avoid such costs, that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third-party, including insurance.

34. "**Personal Information**" includes, but is not limited to, names, Social Security numbers, and direct deposit account numbers. The term "Personal Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

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35. "**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 the South Carolina Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

36. "**Released Claims**" means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices as they relate to the Data Incident, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

37. "**Released Parties**" means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

38. "**Releasing Parties**" and a "**Releasing Party**" shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

39. "**Request for Exclusion**" means a writing 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 and as described below in Section VI.

40. "**Service Award**" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Section XI.

41. "**Settlement**" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

42. "**Settlement Administrator**" means Simpluris, subject to Court approval, an entity

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jointly selected and supervised by Settlement Class Counsel and Defendant's Counsel to administer the settlement.

43. "**Settlement Class**" is defined as "All individuals residing in the United States whose Personal Information was impacted in the Data Incident affecting Blue Ridge on or around July 2024, including all those who received notice of the Data Incident." Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity that caused the Data Incident or who pleads nolo contendere to any such charge. In total, Defendant represents there are approximately 16,360 people in the Settlement Class.

44. "**Settlement Class Counsel**" means Cassandra P. Miller of Strauss Borrelli PLLC.

45. "**Settlement Class List**" means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

46. "**Settlement Class Member**" means an individual who falls within the definition of the Settlement Class.

47. "**Settlement Class Representative**" means Jeffrey Lawrence.

48. "**Settlement Payment**" or "**Settlement Check**" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Settlement Class Member pursuant to the claims process set forth in Section IV.

49. "**Settlement Website**" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

50. "**Supplemental Declaration**" means the declaration that the Settlement Administrator will provide to Settlement Class Counsel for filing with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

III. SETTLEMENT BENEFITS

51. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features. The costs of Credit Monitoring Services shall be paid by Defendant. All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services in addition to any other Settlement benefit elected under this Agreement.

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52. **Monetary Benefits**. Defendant will pay for all timely and valid claims (i.e., there is no aggregate cap on the amount that Defendant will pay for timely and valid claims). Settlement Class Members may submit a claim for **either** (i) Out-of-Pocket Losses (including Ordinary and Extraordinary Losses) **or** (ii) the Alternative Cash Payment, but not both.

a. **Compensation for Extraordinary Out-of-Pocket Losses**. All Settlement Class Members may submit a claim for up to $2,500.00 per person for Extraordinary Out-of-Pocket losses.

i. To be valid, Settlement Class Members must provide third-party documentation that supports the losses. Valid third-party documentation includes receipts, bank statements, or other official documentation that was not "self-prepared" by the Settlement Class Member.

ii. Settlement Class Members may submit "self-prepared" documents (e.g., handwritten receipts or notes) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.

iii. Examples of eligible Extraordinary Out-of-Pocket Losses include losses associated with fraud or identity theft.

iv. If a Settlement Class Member submits a claim for Extraordinary Out-of-Pocket Losses but fails to provide sufficient third-party documentation and then fails to cure the deficiencies, that Settlement Class Member will automatically receive the Alternative Cash Payment.

b. **Compensation for Ordinary Out-of-Pocket Losses**. All Settlement Class Members may submit a claim for up to $500.00 per person for Ordinary Out-of-Pocket Losses.

i. To be valid, Settlement Class Members must provide third-party documentation that supports the losses. Valid third-party documentation includes receipts, bank statements, or other official documentation that was not "self-prepared" by the Settlement Class Member.

ii. Settlement Class Members may submit "self-prepared" documents (e.g., handwritten receipts or notes) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.

iii. Examples of eligible Ordinary Out-of-Pocket Losses include, without limitation and by way of example, the following:

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professional fees including 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 Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

iv. If a Settlement Class Member submits a claim for Ordinary Out-of-Pocket Losses but fails to provide sufficient third-party documentation and then fails to cure the deficiencies, that Settlement Class Member will automatically receive the Alternative Cash Payment.

c. **Alternative Cash Payment**. In the alternative to claims for Out-of-Pocket Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment in the amount of $50.00. Settlement Class Members may claim both the Alternative Cash Payment and also Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

53. **Business Practice Commitments.** If requested by the Court, Defendant will provide a confidential declaration to the Court for in camera review, describing its information security improvements since the Data Incident and an estimate of the cost of those improvements to the extent such costs can be reasonably quantified. The cost of such improvements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

IV. CLAIMS PROCESS AND PAYMENTS

54. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

55. **Claims Review Process.** The Settlement Administrator shall have the sole discretion, subject to the terms of this Agreement and in consultation with the Parties, to determine whether and to what extent claims for Out-of-Pocket Losses, Alternative Cash Payment, or Credit Monitoring Services are valid. Among other things:

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

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b. The Settlement Administrator will determine whether each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. The Settlement Administrator will verify that the Settlement Class Member has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for Extraordinary Out-of-Pocket Losses and Ordinary Out-of-Pocket Losses as described above.

d. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.

e. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider the timing of the alleged loss and whether it occurred on or after the Data Incident; whether the alleged loss for the specific Participating Settlement Class Member involved the types of information for that individual that may have been affected in the Data Incident; the explanation by the Settlement Class Member as to why the alleged loss was caused by the Data Security; and any other factors the Settlement Administrator reasonably finds to be relevant.

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

g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

h. To the extent the Settlement Administrator determines that a timely claim for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

i. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing,

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including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

56. **Payment**.

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or twenty (20) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.

b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.

c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

57. **Timing**. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

58. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty

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(60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time.

59. **Uncashed Checks**. To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within ninety (90) days after the date of issue, the corresponding Settlement Class Member may petition the Settlement Administrator within thirty (30) days of the expiration of their uncashed check to reissue their Settlement check and, if the Settlement Administrator determines that the Settlement Class Member has demonstrated good cause for their failure to cash, accept and/or negotiate the electronic payment or settlement check within ninety (90) days after the date of issue, the Settlement Administrator will issue a new electronic payment or settlement check to that Settlement Class Member. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed, accepted and/or negotiated by the Settlement Class Members within that time.

60. **Voided Checks**. In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member.

61. **Deceased Settlement Class Members**. If the Settlement Administrator is notified prior to or within ninety (90) days after issuance of electronic payment or settlement check that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Settlement Class Member upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendant's Counsel.

V. NOTICE PROGRAM

62. **Timing of Notice**. Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address (after reasonable efforts to locate a valid address, like skip tracing) by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website. If agreed to in writing by the Parties no less than thirty (30) days before the Claims Deadline, the Settlement Administrator shall send a reminder notice to the Settlement Class Members in a form agreed to by the Parties.

63. **Form of Notice**. The Short Form Notice shall be disseminated through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Short Form Notice mailed to Settlement Class Members will be in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look

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like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified.

64. **Tear-Off Claim Form**. The Short Form Notice shall include a tear-off claim form allowing Settlement Class Members to elect Credit Monitoring Services and/or the Alternative Cash Payment.

65. **Adjustments to Forms**. The Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

66. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs, and Service Award, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit claims online via the Settlement Website or by mail to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

67. **Cost of Notice and Administration**. Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement Benefits in Section III.

VI. OPT-OUTS AND OBJECTIONS

68. **The Opt-Out Procedure**. 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 by mail (postmarked) or through the Settlement Website no later than the Opt-Out Deadline. The Notice also 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.

a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature (or an electronic attestation for submissions made through the Settlement Website), and the

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words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs, including those submitted by mail and through the Settlement Website.

d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

69. **The Objection Procedure**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the request for attorney fees or Service Award by filing written objections with the Court or submitting an objection through the Settlement Website, no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) 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 Incident); and (vii) the signature of the Settlement Class Member and their attorney (or an electronic attestation for submissions made through the Settlement Website). The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel by mail, email, or through the Settlement Website no later than the Objection Deadline. 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 and shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. The exclusive means for any challenge to the

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Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted, including those submitted by mail, email, or through the Settlement Website.

70. Settlement Class Members may also submit Requests for Exclusion or objections through the Settlement Website, in a manner approved by the Settlement Administrator and consistent with the Preliminary Approval Order.

VII. SETTLEMENT ADMINISTRATOR

71. **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. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice Program, including any reminder notice agreed to by the Parties pursuant to Paragraph 62, to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on invalid addresses and undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response 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 in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all Claim Forms submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

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j. Working with the provider of Credit Monitoring Services to receive and send activation codes after the Effective Date to Settlement Class Members who submitted valid claims for Credit Monitoring Services;

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

l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;

m. Preparing a declaration for submission with the Motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claims;

n. Preparing the Supplemental Declaration which shall be filed with the Court at least seven (7) days before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims;

o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

72. **Certification of the Settlement Class**. For purposes of this Settlement only, and in the context of this Agreement 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. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Plaintiff as the representative for the Settlement Class.

73. **Preliminary Approval**. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached hereto as **Exhibit D**.

74. **Final Approval**. Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Attorney Fees, Costs,

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and Service Award, no later than 45 days before the initial date set for the Final Approval Hearing, and in all events no later than fourteen (14) days before the Opt-Out and Objection Deadlines. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who objected to the Settlement and/or to the Application for Attorney Fees, Costs, and Service Award, provided the objector(s) submitted timely objections that meet all the requirements of paragraph 69. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award before filing to afford Defendant an opportunity to review and propose revisions; however, the filing of the Motion shall not be delayed pending such review.

75. **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 between the Parties 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 consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

IX. MODIFICATION AND TERMINATION

76. **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 or Defendant under this Agreement.

77. **Termination**. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Defendant may also unilaterally terminate this Settlement Agreement within fourteen (14) days written notice to Settlement Class Counsel if more than 100 Settlement Class Members submit valid Requests for Exclusion.

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78. **Effect of Termination**. In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and 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.

79. **Settlement Not Approved**. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

80. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

81. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties 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 Released Parties 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 Releasing Parties 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, 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

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AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, each Releasing Party 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 Releasing Parties 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 Released Claims or relation of the Released Parties thereto, 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. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

82. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

83. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

84. **No Effect on Agreement**. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of the Service Award or Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Service Award and Fee Award and Costs is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award or Fee Award and Costs shall constitute grounds for termination of this Agreement.

85. **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 that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

86. **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 Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the

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Settlement; 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 the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARD AND ATTORNEY FEES

87. **Service Award**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, and in all events no later than fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking Service Award for the Settlement Class Representative in recognition of their contributions to this Action not to exceed Five Thousand Dollars and Zero Cents ($5,000.00). If more than $5,000.00 is requested as a Service Award for the Settlement Class Representative, Defendant shall have the right to object to and oppose such request, and shall also have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Award, the Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award. Defendant's obligations with respect to the Court-approved Service Award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Award. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Award. This amount was negotiated after the benefits to the Settlement Class were negotiated.

88. **Attorney Fees and Costs and Expenses**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, and in all events no later than fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for Fee Award and Costs to be paid by Defendant in an amount which shall not exceed two hundred and twenty-five thousand Dollars ($225,000.00). If more than $225,000.00 is requested as a Fee Award and Costs, Defendant shall have the right to object to and oppose such request, and shall also have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of

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Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the benefits to the Settlement were negotiated.

XII. MISCELLANEOUS

89. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representative's or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within this Agreement for the purpose of effectuating the Notice program (including the Settlement Website) or required by law. Nothing in this provision, however, shall prevent any Party from disclosing the existence or terms of this agreement to any employee, director, attorney, accountant, or other professional for purposes of the performance of services on behalf of that Party. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

90. **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.

91. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

92. **Resolution**. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

93. **Other Litigation**. Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

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

95. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiff and Defendant.

96. **Singular and Plurals**. As used in this Agreement, all references to the plural shall

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also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

97. **Headings**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

98. **Construction**. For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

99. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

100. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

101. **No Conflict Intended**. Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

102. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of South Carolina, without regard to choice of law principles.

103. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

104. **Notices**. All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
cmiller@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

Daniel M. Kavouras
Baker Hostetler
127 Public Square Suite 2000
Cleveland, OH 44114-1214
dkavouras@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

106. **No Government Third-Party Rights or Beneficiaries**. No third-party government agency or official can claim any rights under this Agreement or Settlement.

107. **No Collateral Attack**. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

108. **Survival**. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

109. **Schedule and Deadlines**. Subject to court approval, the Parties agree to the following schedule and deadlines.

Event	Deadline
Defendant provides the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiff shall file the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Award	At least forty-five (45) days before the initially scheduled Final Approval Hearing, and in all events no later than fourteen (14) days before the Opt-Out and Objection Deadlines
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Ninety (90) days after the Notice Deadline.
Any supplemental materials in support of Final Approval or the Application for Attorneys' Fees, Costs, and Service Award	At least fourteen (14) days before the Final Approval Hearing
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

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XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

JEFFREY LAWRENCE

By: Jeffrey P. Lawrence Date: 09 / 07 / 2026

Blue Ridge Rural Water Company, Inc.

By: _____ Date: 9-14-2026

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____ Date: 09/07/26

Cassandra Miller

Counsel for Defendant

By: _____ Date: 9/14/2026

EXHIBIT A

Why am I receiving this notice? A Settlement has been reached with Blue Ridge Rural Water Company, Inc. ("Blue Ridge") in a class action lawsuit. The case is about the July 2024 cyberattack on Blue Ridge's computers (the "Data Incident"). Files containing private information were accessed. Blue Ridge denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All individuals residing in the United States whose Personal Information was impacted in the Data Incident affecting Blue Ridge on or around July 2024, including all those who received notice of the Data Incident."

The Court has appointed an experienced attorney, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim two years of three-bureau **Credit Monitoring Services** from CyEx Financial Shield Total and one or more of the **cash payment** options.

If you have documented losses you can get back up to **$500** for out-of-pocket expenses and up to **$2,500** for fraud or identity theft losses. Instead of claiming compensation for documented Out-of-Pocket Losses, you may claim a one-time $50 Alternative Cash Payment with no documentation required.

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will give up your right to sue Blue Ridge separately regarding the Data Incident and the claims resolved by the Settlement. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object. Visit www.[SettlementWebsite].com for instructions on how to exclude yourself from the Settlement.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorney's fees and costs of up to $225,000, and $5,000 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

QR code

MD bar code

www.[SettlementWebsite].com

CaseID: [CaseID]
SIMID: «SIMID»

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

Blue Ridge Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

Blue Ridge Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

First-Class Mail
US Postage Paid
Permit #__

Lawrence v.
Blue Ridge Rural Water Company, Inc.
Case No. 2025-CP-23-03210

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2024 BLUE RIDGE RURAL WATER COMPANY, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

Blue Ridge Data Incident Settlement

⟪FirstName⟫ ⟪LastName⟫
⟪Address1⟫ ⟪Address2⟫
⟪City⟫, ⟪State⟫ ⟪Zip⟫

LoginID: ⟪ClaimLoginID⟫
PIN: ⟪ClaimLoginPIN⟫

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[Claims Deadline]**.*
Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for two years of three-bureau **Credit Monitoring Services** and/or the **$50.00 Alternative Cash Payment**. To claim payments for documented losses, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **(XXX) XXX-XXXX**.

☐ Check this box to enroll in two years of three-bureau **Credit Monitoring Services** from CyEx Financial Shield Total.

Please **PRINT** your email address below (required):

☐ Check this box to claim a one-time $50.00 **Alternative Cash Payment**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address below:

MD bar code

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaseID: [CaseID]
SIMID: «SIMID»

EXHIBIT B

South Carolina Court of Common Pleas
for Greenville County

Lawrence v. Blue Ridge Rural Water Company, Inc.
Case No. 2025-CP-23-03210

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2024 BLUE RIDGE RURAL WATER COMPANY, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Blue Ridge Rural Water Company, Inc. ("Blue Ridge" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on Blue Ridge's computer systems that occurred in July 2024 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; and direct deposit account numbers.
- The lawsuit is called *Lawrence v. Blue Ridge Rural Water Company, Inc.*, Case No. 2025-CP-23-03210. It is pending in the South Carolina Court of Common Pleas for Greenville County (the "Litigation").
- Blue Ridge denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Blue Ridge's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Blue Ridge.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The South Carolina Court of Common Pleas for Greenville County, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Lawrence v. Blue Ridge Rural Water Company, Inc.*, Case No. 2025-CP-23-03210. It is pending in the South Carolina Court of Common Pleas for Greenville County. The person that filed this lawsuit is called the "Plaintiff" (or "Class Representative") and the company they sued, Blue Ridge Rural Water Company, Inc., is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the July 2024 targeted cyberattack on Blue Ridge's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; Social Security numbers; and direct deposit account numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Jeffrey Lawrence. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and their attorney think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All individuals residing in the United States whose Personal Information was impacted in the Data Incident affecting Blue Ridge on or around July 2024, including all those who received notice of the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Blue Ridge and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Blue Ridge Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members are eligible to enroll in **Credit Monitoring Services** in addition to claiming either (1) compensation for eligible Out-of-Pocket Losses or (2) a $50 Alternative Cash Payment. Settlement Class Members cannot receive both compensation for Out-of-Pocket Losses and the Alternative Cash Payment. These benefits are described in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to claim two years of three-bureau credit monitoring through CyEx Financial Shield Total. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Compensation for Extraordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,500.00**. The losses must have occurred between July 23, 2024, and [Claims Deadline].

This benefit covers out-of-pocket losses like:

- losses because of identity theft or fraud

You need to send proof, like bank statements or receipts, to show how much you lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for losses that have already been reimbursed by a third party.

Compensation for Ordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **$500.00**. The losses must have occurred between July 23, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Alternative Cash Payment. *Instead of any other payment*, you may claim a one-time **$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Blue Ridge Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

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

If you stay in the class, you won't be able to be part of any other lawsuit against Blue Ridge about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section X) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Blue Ridge Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a Final Approval Hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Cassandra P. Miller of Strauss Borrelli PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $225,000.00 as reasonable attorney's fees and reimbursement of litigation costs. This amount will be paid by Blue Ridge.

Class Counsel will also ask for a Service Award Payment of $5,000.00 for the Class Representative. The Service Award Payment will also be paid by Blue Ridge.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Blue Ridge on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Lawrence v. Blue Ridge Rural Water Company, Inc.*, Case No. 2025-CP-23-03210, pending in the South Carolina Court of Common Pleas for Greenville County;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature (or an electronic attestation if submitted through the Settlement Website); and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Blue Ridge Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be postmarked and mailed to the Settlement Administrator, or submitted through the Settlement Website at www.[SettlementWebsite].com by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Lawrence v. Blue Ridge Rural Water Company, Inc.*, Case No. 2025-CP-23-03210, pending in the South Carolina Court of Common Pleas for Greenville County;

(2) your full name, mailing address, telephone number, and email address;

(3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;

(5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(6) information that proves that you are a Class Member (such as a notice you have received); and

(7) your signature and if you have hired your own lawyer, your lawyer's signature as well (or an electronic attestation if the objection is submitted through the Settlement Website).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, your complete objection must be filed with the Clerk of Court or submitted through the Settlement Website at www.[SettlementWebsite].com by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants by mail, email, or through the Settlement Website.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Blue Ridge Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	Counsel for Defendants
Cassandra P. Miller **STRAUSS BORRELLI PLLC** 980 N Michigan Avenue, Suite 1610 Chicago, IL 60611	Daniel M. Kavouras **BAKER HOSTETLER** 127 Public Square, Suite 2000 Cleveland, OH 44114

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the South Carolina Court of Common Pleas for Greenville County, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Blue Ridge Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT C

CLAIM FORM AND RELEASE

SOUTH CAROLINA COURT OF COMMON PLEAS
FOR GREENVILLE COUNTY

Lawrence v. Blue Ridge Rural Water Company, Inc.
Case No. 2025-CP-23-03210

Blue Ridge Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All individuals residing in the United States whose Personal Information was impacted in the Data Incident affecting Blue Ridge on or around July 2024, including all those who received notice of the Data Incident."

Excluded from the Settlement Class are: (1) Blue Ridge and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Incident.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be submitted online or postmarked by [Claims Deadline]

Paper Claim Forms must be mailed through the United States Postal Service and postmarked **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Blue Ridge Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.

2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members are eligible to enroll in **Credit Monitoring Services** in addition to claiming **a cash payment option of** either (1) compensation for eligible Out-of-Pocket Losses or (2) a $50 Alternative Cash Payment. You cannot receive both compensation for Out-of-Pocket Losses and the Alternative Cash Payment.

CREDIT MONITORING SERVICES. All Class Members are eligible to claim two years of three-bureau credit monitoring service through CyEx Financial Shield Total. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Compensation for Extraordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$2,500.00**. The losses must have occurred between July 23, 2024, and [Claims Deadline].

This benefit covers out-of-pocket losses like:

- losses because of identity theft or fraud

You need to send proof, like bank statements or receipts, to show how much you lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your losses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Compensation for Ordinary Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **$500.00**. The expenses must have occurred between July 23, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Alternative Cash Payment. *Instead of any other payment*, you may claim a one-time **$50.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator Blue Ridge Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be submitted online or postmarked by [Claims Deadline].

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If your contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in two years of three-bureau Credit Monitoring Services from CyEx Financial Shield Total.

III. COMPENSATION FOR ORDINARY OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to $500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION V**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Fee for credit report	*$40*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

IV. COMPENSATION FOR EXTRAORDINARY OUT-OF-POCKET LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $2,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION V**.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time $50.00 cash payment. No documentation is required to claim this benefit. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV**.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

- -

☐ **ZELLE**

Email address associated with your Zelle account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

- -

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section I.

VII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

	MM	DD	YY

Please print or type your name on the line above.

EXHIBIT D

STATE OF SOUTH CAROLINA	**)**	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE**
COUNTY OF GREENVILLE	**)**	**THIRTEENTH JUDICIAL CIRCUIT**

JEFFREY LAWRENCE, on behalf of himself and all others similarly situated, Plaintiff, v. BLUE RIDGE RURAL WATER COMPANY, INC., Defendant.	Case No.: 2025-CP-23-03210

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS this matter having come before the Court upon the Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement;

WHEREAS, Plaintiff,[1] individually and on behalf of the Settlement Class, and Defendant, have entered into a Settlement which, if approved, would resolve this class action; and

WHEREAS, the Court having reviewed and considered the Motion for Preliminary Approval and all exhibits thereto, including the Settlement Agreement and the proposed Notice Plan, the Court finds that there is sufficient basis for: (i) granting Preliminary Approval of the Settlement Agreement; (ii) provisionally certifying the Settlement Class for settlement purposes only; (iii) appointing Plaintiff as Class Representative; (iv) appointing Cassandra P. Miller of Strauss Borrelli PLLC as Settlement Class Counsel; (v) approving the Notice Program and the Notices to the Settlement Class as set forth in the Settlement Agreement; (vi) approving the Claim

[1] All capitalized terms used in this Order shall have the same meaning as set forth in the Settlement Agreement.

Process and Claim Form as set forth in the Settlement Agreement; and (vii) setting a schedule for the Final Approval hearing and other remaining procedures. The Court now finds and orders as follows:

Provisional Certification of the Settlement Class

1. For settlement purposes only, pursuant to South Carolina Rule of Civil Procedure 23, the Court provisionally certifies the following Settlement Class:

> All individuals residing in the United States whose Personal Information was impacted in the Data Incident affecting Blue Ridge on or around July 2024, including all individuals who received notice of the Data Incident.

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

2. In provisionally certifying the Settlement Class, the Court makes the following findings for settlement purposes only pursuant to South Carolina Rule of Civil Procedure 23:

(a) Based on the information provided, the Settlement Class is so numerous as to make joinder impracticable;

(b) There are questions of law and fact common to the class, including whether Defendant implemented reasonable administrative, technical, and/or physical controls to protect the confidentiality, availability and integrity of the information compromised in the Data Incident, and those common questions support certification of the Settlement Class for settlement purposes;

(c) Plaintiff's claims and the defenses thereto are typical of the claims of Settlement Class

Members, as Plaintiff and Settlement Class Members have suffered similar injuries as a result of the same course of conduct by Defendant;

(d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and

(e) The amount in controversy exceeds one hundred dollars for each member of the class.

Appointment of Class Representative and Class Counsel

3. Solely for the purposes of effectuating the Settlement, Plaintiff Jeffrey Lawrence is appointed as Class Representative for the Settlement Class.

4. Cassandra P. Miller of Strauss Borrelli PLLC is appointed as Settlement Class Counsel for the Settlement Class.

Preliminary Approval of Settlement Agreement

5. After reviewing the proposed Settlement Agreement and Motion for Preliminary Approval, the Court preliminarily concludes pursuant to South Carolina Rule of Civil Procedure 23(c) that the proposed Settlement is fair, reasonable, and adequate, entered in good faith, free of collusion, and within the range of possible judicial approval. At or after the Final Approval Hearing, the Court shall determine, among other matters, whether the Settlement should be granted Final Approval.

Final Approval Hearing

6. A Final Approval Hearing shall take place before this Court on _____, 2026, at __:__ a.m./p.m. in Courtroom ____ of the Greenville County Courthouse, 305 E. North Street, Greenville, SC 29601, or by such other means as directed by the Court, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to South Carolina Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable, and adequate and, in accordance with the Settlement's terms,

all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Award should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

7. Class Counsel intends to seek an award of up to $225,000.00 as attorneys' fees and reimbursement of Litigation Costs and Expenses, and a Service Award for the Class Representative of up to $5,000.00 to be paid separately by Defendant pursuant to the Settlement Agreement. These amounts appear reasonable, but the Court will defer ruling on those Awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Award.

8. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award no later than forty-five (45) days before the initially scheduled Final Approval Hearing, and in all events no later than fourteen (14) days before the Opt-Out and Objection Deadlines. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Award.

9. Any Settlement Class Member who has not timely and properly opted-out from the Settlement in the manner described below, may appear at the Final Approval Hearing in-person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement.

However, no Settlement Class Member who has elected to opt-out from the Settlement shall be entitled to object or otherwise appear. Further, no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements set forth in this Preliminary Approval Order pertaining to objections, which are described below.

Settlement Administration

10. Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claim Process. All Settlement Notice and Administrative Expenses incurred by the Settlement Administrator will be paid by Defendant separately from the costs associated with providing the Settlement Benefits, as provided in the Settlement.

Notice to the Settlement Class

11. The Notice, including the Short Form Notice and Long Form Notice, along with the Claim Form, attached as exhibits to the Settlement Agreement, satisfy the requirements of South Carolina Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

12. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of South Carolina Rule of Civil Procedure 23, the constitutional

requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

Opting Out of the Settlement Class

13. Any Settlement Class Member who wishes to opt out of the Settlement must submit a Request for Exclusion either through the Settlement Website or by United States mail to the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 30 days before the initial scheduled Final Approval Hearing date. The Request for Exclusion must include the name of this proceeding, the Settlement Class Member's full name, current address, personal signature (or electronic attestation for submissions made through the Settlement Website), and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement. Any Settlement Class Member who does not submit a valid and timely request to opt out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

14. Settlement Class Members cannot opt-out by telephone or email. No person may purport to exercise exclusion rights on behalf of any other person, opt out Settlement Class Members as a group, in the aggregate, or as a class, or submit a Request for Exclusion on behalf of more than one Settlement Class Member. "Mass" or "class" requests for exclusion filed on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed. Any such purported request for exclusion shall be void.

15. All Settlement Class Members who submit valid and timely requests to opt-out of

the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; (iv) receive any Settlement benefits; or (v) be entitled to object to any aspect of the Settlement. All Settlement Class Members who do not timely and validly opt out shall be bound by the Settlement, including the Release, regardless of whether they submit a claim or receive any monetary benefits.

Objecting to the Settlement

16. A Settlement Class Member who complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award.

17. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class member shall be received and considered by the Court, unless a written objection is filed with the Court or submitted through the Settlement Website before the Objection Deadline, which shall be 30 days before the initial scheduled Final Approval Hearing date. For the objection to be considered by the Court, the written objection must include:

a. the objector's full name and current mailing address;

b. the case name and case number: *Lawrence v. Blue Ridge Rural Water Company, Inc.*, Case No.: 2025-CP-23-03210;

c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Short Form Notice the objector received;

d. a statement that states with specificity all grounds for the objection, as well as any documents supporting the objection;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

f. a statement regarding whether the objector and/or his or her counsel intends to appear at the Final Approval Hearing; and

g. the signature of the Settlement Class Member and their attorney, if represented (or an electronic attestation for submissions through the Settlement Website).

18. Objections must be filed with the Court or submitted through the Settlement Website and copies must be provided to Class Counsel, Defendant's Counsel, and the Settlement Administrator by U.S. Mail, email, or through the Settlement Website at the addresses listed on the Long Form Notice and which will also appear on the Settlement Website.

19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or approval thereof by appeal or any other means.

Claims Process and Distribution Plan

20. The Settlement establishes a Claim Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit an Approved Claim. The Court preliminarily approves this process.

21. Settlement Class Members that qualify for and wish to submit a Claim shall do so

in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a valid Claim Form in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, the Final Approval Order, and final judgment.

Termination of the Settlement and Use of this Order

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, the certification of the Settlement Class shall be void, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class

Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

24. Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this Action are stayed pending the Final Approval Hearing and issuance of the Final Approval Order and judgment, or until further order of this Court.

25. Upon entry of this Order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representative's implementation of the Settlement and the approval process in this Action, all Settlement Class Members shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

Adjournment or Continuance of Final Approval Hearing

26. The Court, at its direction, may adjourn or continue the Final Approval Hearing date without further written notice to the Settlement Class. If the Court does so, the new date shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

Jurisdiction Pending Settlement Approval

27. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this

Court retains continuing jurisdiction over the proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

28. The Settlement, as preliminarily approved, shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

Event	**Deadline**
Defendant provides the Settlement Class List to the Settlement Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiff shall file the Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award	At least forty-five (45) days before the initially scheduled Final Approval Hearing, and in all events no later than fourteen (14) days before the Opt-Out and Objection Deadlines
Objection Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Opt-Out Deadline	Thirty (30) days before the initially scheduled Final Approval Hearing
Claims Deadline	Ninety (90) days after the Notice Deadline.
Any supplemental materials in support of Final Approval or Application for Attorneys' Fees, Costs, and Service Award	At least fourteen (14) days before the Final Approval Hearing
Final Approval Hearing	**_____, 2026, at __:__ a.m./p.m. in Courtroom 709** (no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order)

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

_____
The Hon. Circuit Court Judge

EXHIBIT E

STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	**FOR THE**
COUNTY OF GREENVILLE	)	**THIRTEENTH JUDICIAL CIRCUIT**

JEFFREY LAWRENCE, on behalf of himself and all others similarly situated, Plaintiff, v. BLUE RIDGE RURAL WATER COMPANY, INC., Defendant.	Case No.: 2025-CP-23-03210

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

WHEREAS, the Court, having considered the Settlement Agreement filed on _____ (the "Settlement") between Plaintiff Jeffrey Lawrence ("Plaintiff" or "Settlement Class Representative"), individually and on behalf of the Settlement Class (defined below) and Blue Ridge Rural Water Company, Inc. ("Defendant" or "Blue Ridge") (collectively, "the Parties"), having considered the Court's Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only ("Preliminary Approval Order"), having held a Final Approval Hearing on _____, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff's Motion for Final Approval of Class Action Settlement Agreement and Award of Attorneys' Fees, Costs, and Expenses, and Settlement Class Representative's Service Award is **GRANTED**.

2. This Order and Judgment incorporates herein and makes a part hereof the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over Plaintiff, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, approve the releases set forth in the Settlement, and dismiss the Action with prejudice.

I. CERTIFICATION OF THE SETTLEMENT CLASS

4. For settlement purposes only, pursuant to South Carolina Rule of Civil Procedure 23, the Court finally certifies the following Settlement Class:

> All individuals residing in the United States whose Personal Information was impacted in the Data Incident affecting Blue Ridge on or around July 2024, including all individuals who received notice of the Data Incident.

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

5. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement.

6. _____ objections were filed by Settlement Class Members.

7. For settlement purposes only, the Court confirms that certification of the Settlement Class is appropriate under Rule 23 of the South Carolina Rules of Civil Procedure because: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the Class Representative are typical of the claims of the Settlement Class; (4) the Settlement Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (5) the amount in controversy exceeds one hundred dollars for each member of the Settlement Class as required by Rule 23(a).

II. NOTICE TO THE SETTLEMENT CLASS

8. The Court finds that Notice has been given to the Settlement Class in a straightforward and accessible manner, and as directed by the Court in the Preliminary Approval Order. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 23 of the South Carolina Rules of Civil Procedure, applicable law, and the Due Process Clauses of the U.S. Constitution and South Carolina Constitution.

III. FINAL APPROVAL OF THE SETTLEMENT

9. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

10. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

11. The Court finds that Plaintiff and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

12. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

IV. DISMISSAL OF CLAIMS AND RELEASE

13. The Action is hereby dismissed with prejudice as to Plaintiff, Defendant, and all Participating Settlement Class Members, and without costs to any Party, except as otherwise provided herein or in the Settlement.

14. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, the Settlement Class Representative and Participating Settlement Class Members, and any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf ("Releasing Parties"), shall be deemed to have fully, finally, and forever released, release, acquit, and forever discharge Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former members, directors, trustees, officers, employees, clients, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors, and related or affiliated entities of any nature

whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns ("Released Parties") from any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, expenses, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged, or which could have been alleged, in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SETTLEMENT CLASS REPRESENTATIVE'S SERVICE AWARD

15. The Court awards attorneys' fees, litigation costs and expenses of $225,000.00 and a Service Award in the amount of $5,000.00 to the Settlement Class Representative. Defendant shall pay these amounts separately in accordance with the terms of the Settlement. Settlement Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's counsel of record in the Action.

VI. OTHER PROVISIONS

16. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the settling Parties and the

Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

17. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

18. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

IT IS SO ORDERED.

_____ _____

Dated

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Blue Ridge Rural Water Company Settlement Resolves Class Action Lawsuit Over 2024 Data Breach