

## Notice of Proposed Class Action Settlement

*In Re: Seven Counties Services, Inc. Data Breach Litigation, Case No. 24-CI-007516*

*The Jefferson Circuit Court of Jefferson County, Kentucky, Division Thirteen authorized this Notice.  
This is not a solicitation from a lawyer. You are not being sued.*

- A proposed Settlement has been reached with Seven Counties Services, Inc. (“Seven Counties” or “Defendant”) arising out of the cyber security incident that Seven Counties experienced from July 19, 2024 to August 12, 2024 (“Data Incident”).
- The Settlement Class includes all individuals impacted by the Data Incident, including all individuals who received notice of the Data Incident.
- Under the Settlement, Seven Counties has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims. In addition, Seven Counties has implemented or will implement certain reasonable business practice enhancements to further secure its computers, and has agreed to pay for the costs of Notice and Administrative Expenses; Service Award payments for the Settlement Class Representatives; and Attorneys’ Fees and Expenses.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>FILE A CLAIM FORM</b> <b>DEADLINE: APRIL 20, 2026</b>	Submitting a Claim Form is the only way that you can receive any of the Settlement benefits. If you submit a Claim Form, you will give up the right to sue Defendant and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>DEADLINE: MARCH 23, 2026</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant or other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>DEADLINE: MARCH 23, 2026</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement benefits.
<b>GO TO THE FINAL APPROVAL HEARING</b> <b>APRIL 20, 2026</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendant and other Released Parties for the claims this Settlement resolves.

- 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. No Settlement benefits will be provided unless the Court approves the Settlement, and it becomes final.

**Questions? Visit [www.SCSSettlement.com](http://www.SCSSettlement.com) or call toll-free 1-888-323-9188.**

## BASIC INFORMATION

### 1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *In Re Seven Counties Services, Inc. Data Breach Litigation*, Case No. 24-CI-007516 (the “Litigation”), in the Jefferson Circuit Court of Jefferson County, Kentucky, Division Thirteen. The individuals who filed this lawsuit, David Overstreet, Desiree Grider, and Jack Fusting, are called the “Plaintiffs” or “Class Representatives” and the company that was sued, Seven Counties Services, Inc., is called the “Defendant” or “Seven Counties.”

### 2. What is this lawsuit about?

Between July 19, 2024 and August 12, 2024, Seven Counties experienced a cybersecurity incident (the “Data Incident”). Plaintiffs allege that Seven Counties failed to adequately secure its network, and that as a result, cybercriminals were able to access Defendant’s network and steal sensitive personal information (“Private Information”) belonging to Plaintiffs and other putative class members. Seven Counties denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert against Defendant in the future regarding the Data Incident.

### 3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives,” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

### 4. Why is there a Settlement?

The Plaintiffs and Defendant disagree over the legal claims alleged in the Litigation. The Litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Litigation and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals impacted by the cyber security incident that Seven Counties experienced from July 19, 2024 to August 12, 2024, including all individuals who received notice of the Data Incident.

### 6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from the Settlement Class are (i) all Persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (iii) Defendant’s officers and directors, and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

**7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.SCSSettlement.com](http://www.SCSSettlement.com), or call toll-free 1-888-323-9188. You may also email the Settlement Administrator at [info@SCSSettlement.com](mailto:info@SCSSettlement.com).

**THE SETTLEMENT CLASS MEMBER BENEFITS**

**8. What does the Settlement provide?**

The Settlement will provide Settlement Class Members with the opportunity to make a claim for Reimbursement of Documented Losses and/or Lost Time. Alternatively, Settlement Class Members may elect to receive an Alternative Cash Payment in the amount of \$75.00. In addition to the cash benefit options, Settlement Class Members can elect to receive Credit Monitoring and Identity Theft Protection Services.

**Credit Monitoring and Identity Theft Protection Services.** Settlement Class Members are eligible to enroll in three (3) years of one-bureau Credit Monitoring and Identity Theft Protection Services provided by CyEx.

**Documented Losses.** Settlement Class Members who suffered documented costs or expenses that are supported by reasonable documentation and are fairly traceable to the Data Incident are eligible for payment of up to Five Thousand Dollars (\$5,000). Documented Losses include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Documented Losses **must submit documentation** supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

**Reimbursement of Lost Time.** Settlement Class Members may receive reimbursement of attested lost time up to four (4) hours at Twenty-Five Dollars (\$25.00) per hour. Settlement Class Members can receive reimbursement of Lost Time with an attestation that the time spent was reasonably related to mitigating the effects of the Data Incident.

**Alternative Cash Payment.** In lieu of receiving payment for Documented Losses and reimbursement for Lost Time, all Settlement Class Members may elect to submit a claim for a one-time alternative cash payment of up to Seventy-Five Dollars (\$75.00). Settlement Class Members who elect to receive an Alternative Cash Payment are still eligible to receive Credit Monitoring and Identity Theft Protection Services.

The total amount of Settlement benefits is subject to the **Aggregate Cap**, which is the maximum amount to be paid by Defendant under the Settlement for payment of Credit Monitoring and Identity Theft Protection Services and claims for Documented Losses, Reimbursement of Lost Time, or for the Alternative Cash Payment, which is no more than One Million Dollars (\$1,000,000.00).

**9. Are there other Settlement benefits?**

Defendant agrees to provide written confirmation to Class Counsel of subsequent remedial measures taken after the Data Incident to protect the continuing interests of Plaintiffs' and Settlement Class Members' data security. Specifically, upon request, Defendant will provide Class Counsel with written confirmation of the remedial measures implemented to date, including the cost/value of such remedial measures.

**10. What am I giving up in order to receive a Settlement benefit or stay in the Settlement Class?**

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Litigation, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

**11. What are the Released Claims?**

Released Claims include any and all past, present, unknown, and future liabilities, rights, demands, suits, actions, obligations, damages, penalties, costs, attorneys' fees, losses, defenses, and remedies of every kind or description in law or in equity, claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States as defined below; state consumer-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; breach of the covenant of good faith and fair dealing; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Class Member against any of the Released Parties based on, relating to, concerning or arising out of the alleged Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation.

More information about the Released Claims and Released Parties is provided in the Settlement Agreement, which is available at [www.SCSSSettlement.com](http://www.SCSSSettlement.com).

**HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

**12. How do I make a claim for Settlement Benefits?**

Visit [www.SCSSSettlement.com](http://www.SCSSSettlement.com) to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **April 20, 2026**. Claim Forms submitted by mail must be postmarked no later than **April 20, 2026**.

Settlement Class Members can also request a Claim Form by calling toll-free 1-888-323-9188 or by writing to the Settlement Administrator.

Mail: Seven Counties Data Incident Settlement, Attn: Claim Request, P.O. Box 59, East Brunswick, NJ 08816-9998.

Email: [info@SCSSSettlement.com](mailto:info@SCSSSettlement.com)

**13. Where do I send my completed Claim Form?**

Completed Claim Forms, along with supporting documentation, may be mailed to the Settlement Administrator at: Seven Counties Data Incident Settlement, Attn: Claim Forms, PO Box 10, East Brunswick, NJ 08816-9998. Remember, Claim Forms submitted by mail must be postmarked no later than **April 20, 2026**.

**14. What happens if my contact information changes after I submit a claim?**

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

**15. When and how will I receive the Settlement Benefits?**

If you submit a Valid Claim for Credit Monitoring and Identity Protection Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final.

Settlement payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement benefits can be issued. Please be patient and check [www.SCSSSettlement.com](http://www.SCSSSettlement.com) for updates.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes, the Court has appointed Kenneth Grunfeld of Kopelowitz Ostrow, P.A., William B. Federman of Federman & Sherwood, and Andrew Mize of Stranch, Jennings, & Garvey, PLLC, as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

**17. How will Settlement Class Counsel be paid?**

Class Counsel will file a Fee and Expense Motion for an award for attorneys' fees and expenses in the amount of \$450,000.00. Class Counsel will also seek Service Awards for the three (3) Class Representatives in recognition of their contributions to this Litigation in an amount not to exceed \$3,500.00. These amounts are subject to Court approval and do not affect the Aggregate Cap.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

**18. How do I get out of the Settlement?**

Settlement Class Members who want to exclude themselves or “opt-out” of the Settlement must submit a Request for Exclusion to the Settlement Administrator by mail, postmarked no later than **March 23, 2026**.

The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement in the communication that the individual does not wish to participate in the Settlement.

Any Settlement Class Member who does not file a timely request for exclusion in accordance with the above requirements will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **March 23, 2026**:

**Questions? Visit [www.SCSSSettlement.com](http://www.SCSSSettlement.com) or call toll-free 1-888-323-9188.**

Seven Counties Data Incident Settlement  
Attn: Exclusion Requests  
P.O. Box 59  
East Brunswick, NJ 08816-9998

**19. If I exclude myself, can I still receive Settlement benefits?**

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement benefits if you stay in the Settlement and submit a valid Claim Form.

**20. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

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

Settlement Class Members who wish to object to the Settlement must file their written objection with the Court no later than **March 23, 2026**.

A written objection must include: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) 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) a statement identifying all class action settlements in which the objecting Settlement Class Member (and his or her attorney) has made an objection in the previous 5 years; (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (viii) documentary evidence identifying the individual as a member of the Settlement Class (e.g., a Data Incident notice letter).

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

Any Settlement Class Member who does not file a timely and adequate objection in accordance with these instructions 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 the Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement shall be through the provisions listed above.

For an objection to be considered, it must be submitted in writing along with any supporting papers to the following later than **March 23, 2026**:

Court	Settlement Administrator
Jefferson County Judicial Center Jefferson Circuit Court, Division 13 700 West Jefferson Street Louisville, KY 40202  (May be filed with the Court in person instead of being mailed.)	Seven Counties Data Incident Settlement Attn: Objections P.O. Box 59 East Brunswick, NJ 08816-9998

Questions? Visit [www.SCSSSettlement.com](http://www.SCSSSettlement.com) or call toll-free 1-888-323-9188.

Class Counsel	Defendant's Counsel
<p style="text-align: center;">Kenneth Grunfeld  <b>KOPELOWITZ OSTROW FERGUSON  WEISELBERG GILBERT</b>  One West Las Olas Blvd., Suite 500  Fort Lauderdale, Florida 33301  (954) 525-4100  grunfeld@kolawyers.com</p> <p style="text-align: center;">Andrew E. Mize (Ky. Bar No. 94453)  <b>STRANCH, JENNINGS &amp; GARVEY, PLLC</b>  223 Rosa L. Parks Avenue, Suite 200  Nashville, Tennessee 37203  (615) 254-8801  amize@stranchlaw.com</p> <p style="text-align: center;">William B. Federman  <b>FEDERMAN &amp; SHERWOOD</b>  10205 North Pennsylvania Avenue  Oklahoma City, Oklahoma 73120  4131 North Central Expressway, Suite 900  Dallas, Texas 75204  (405) 235-1560  <a href="mailto:WBF@federmanlaw.com">WBF@federmanlaw.com</a></p>	<p style="text-align: center;">Daniel M. Braude  <b>PIERSON FERDINAND LLP</b>  1270 Avenue of the Americas, 7th Floor-1050  New York, NY 10020  <a href="mailto:dan.braude@pierferd.com">dan.braude@pierferd.com</a>  (914) 315-8667</p>

**22. What is the difference between objecting and requesting exclusion?**

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

**THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **April 20, 2026 at 10:30 a.m.**, in Courtroom **13**, located at Jefferson County Judicial Center, Jefferson Circuit Court, Division 13, 700 West Jefferson Street, Louisville, KY 40202.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check [www.SCSSettlement.com](http://www.SCSSettlement.com) for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees and Expenses, and Service Awards for the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

**24. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

**25. May I speak at the Final Approval Hearing?**

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Litigation and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**27. How do I get more information?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.SCSSSettlement.com](http://www.SCSSSettlement.com). You may also contact the Settlement Administrator by mail or email:

Mail: Seven Counties Data Incident Settlement, Attn: Correspondence, P.O. Box 59, East Brunswick, NJ 08816-9998.

Email: [info@SCSSSettlement.com](mailto:info@SCSSSettlement.com)

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