

CASE NO. 24-CI-007516

JEFFERSON CIRCUIT COURT
DIVISION THIRTEEN (13)
JUDGE ANN BAILEY SMITH

ELECTRONICALLY FILED

*IN RE SEVEN COUNTIES SERVICES, INC.
DATA BREACH LITIGATION*

**ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Motion having been made by Plaintiffs, David Overstreet, Desiree Grider, and Jack Fusting (“Plaintiffs”), individually, and on behalf of the Settlement Class, for Preliminary Approval of the proposed class action Settlement in the above styled action with Defendant, Seven Counties Services, Inc., pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and the Court being well and sufficiently advised, the Court **HEREBY GRANTS** the motion as follows:

1. **Class Certification:** The Court certifies the proposed class for the purpose of Settlement only:

[A]ll individuals impacted by the Data Incident, including all individuals who received notice of the Data Incident that occurred from July 19, 2024 to August 12, 2024.

The Class specifically excludes: (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.

Settlement Agreement (“SA”) ¶ 18.

The Court finds that the requirements of CR 23.01 and CR 23.02(c) are satisfied. Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class of approximately 132,609 persons is so numerous that joinder of all Settlement Class Members would

be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Class Counsel and Class Representatives:** The Court finds that Plaintiffs are adequate Class Representatives, and proposed Class Counsel are all qualified and adequate to represent the Class. The Court therefore appoints Kenneth Grunfeld of Kopelowitz Ostrow, P.A., William B. Federman of Federman & Sherwood, and Andrew E. Mize of Stranch, Jennings, & Garvey, PLLC as Class Counsel, and appoints Plaintiffs David Overstreet, Desiree Grider, and Jack Fusting as Class Representatives.

3. **Preliminary Approval:** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that: the Class Representatives and Class Counsel have adequately represented the Class; the proposal was negotiated at arm's length and entered into in good faith without collusion; the relief provided for the class appears adequate, taking into account the costs, risks, and delay of trial and appeal; and that the Settlement treats class members equitably relative to each other.

In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class including the method of processing class-member claims, the proposed manner of allocating benefits to Settlement Class Members, and the terms of the proposed award of attorney's fees, including timing of payment, and all of the other factors required by CR 23.05 and relevant case law.

4. **Jurisdiction:** The Court has subject matter jurisdiction pursuant to Kentucky Revised Statutes § 23A.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to KRS § 452.460, and under KRS § 367.220, because Defendant resides in and does business in Jefferson County.

5. **Settlement Administration:** The Court appoints Angeion Group, LLC, as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

6. **Notice:** The proposed Notice Plan in the Settlement Agreement provides adequate due process to absent class members, is directed in a reasonable manner, satisfies CR 23.05(1), and is hereby approved. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will 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 Litigation, the terms of the proposed Settlement, and their rights under the

proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including CR 23.05(1); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

7. **Exclusion from the Class:** Any Settlement Class Member who wishes to be excluded from the Settlement Class, or “opt-out,” must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the notice. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. The Request for Exclusion must be postmarked or received by the Settlement Administrator no later than the Opt-Out deadline.

8. **Objections:** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Deadline and as stated in the notice. 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). All objections must be (1) sent to the designated Post Office Box established by the Settlement Administrator, (2) served upon Class Counsel and Defendant's counsel identified below, and (3) submitted to the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Kentucky Rules of Civil Procedure and the Kentucky Rule of Appellate Procedure and not through a collateral attack.

9. **Claims Process:** Settlement Class Counsel and Defendant's counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notice. The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the notices and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

10. **Termination of the Settlement:** 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 during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to the Settlement 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 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.

11. **Final Approval Hearing:** A Final Approval Hearing shall be held on _____, 2026, at the Jefferson County Judicial Center, Jefferson Circuit Court, Division 13, 700 West Jefferson Street, Louisville, Kentucky 40202, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to CR 23.01; (b) the Settlement should be approved as fair, reasonable, and adequate, in accordance with CR 23.05; (c) this Litigation should be dismissed

with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses; and (f) whether Service Awards will be awarded to Class Representatives.

12. **Continuance of the Hearing:** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

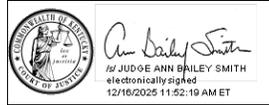
13. **Stay of Litigation:** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

14. **Settlement Timeline:** The Court orders the following schedule of dates:

ACTION	DEADLINE
Defendant Provides Class List to Settlement Administrator	7 days after entry of this Preliminary Approval Order
Defendant Submits Initial Payment to Settlement Administrator for Notice Costs	21 days after Preliminary Approval
Notice Date	30 days after Preliminary Approval
Motion for Attorneys' Fees and Expenses	14 days prior to Objection Deadline
Opt-Out / Exclusion Deadline	60 days after Notice Date
Objection Deadline	60 days after Notice Date

Claims Deadline	90 days after Notice Date
Final Approval Brief and Response to Objections Due	14 days prior to Final Approval Hearing
Final Approval Hearing	No earlier than 90 days after Notice Date

IT IS SO ORDERED



HONORABLE ANN BAILEY SMITH
 JUDGE, JEFFERSON CIRCUIT COURT
 DIVISION THIRTEEN (13)

Dated: _____

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