EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into by and between (i) Defendant, Seven Counties Services, Inc. ("Defendant" or "Seven Counties") and (ii) Plaintiffs David Overstreet, Desiree Grider, and Jack Fusting ("Plaintiffs"), individually, and on behalf of the Settlement Class, in the case captioned: *In re Seven Counties Services, Inc. Data Breach Litigation*, Case No. 24-CI-007516. Defendant and Plaintiffs are collectively referred to herein as the "Parties." The Settlement Agreement is subject to Court approval and intended by the Parties to resolve, discharge, and settle the Released Claims (as defined below) and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

I. FACTUAL BACKGROUND AND RECITALS

1. On February 28, 2025, Plaintiffs filed a Consolidated Complaint against Seven Counties related to a cyber security incident that Seven Counties experienced from July 19, 2024 to August 12, 2024 (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.

2. Thereafter, the Parties began discussing the prospect of early resolution and mutually agreed to participate in a mediation with Hon. David E. Jones (Ret.) on May 28, 2025. On March 12, 2025, the Parties filed a Joint Stipulation to Extend Defendant's Responsive Deadline informing the Court of the scheduled mediation and extending Defendant's deadline to respond to the Consolidated Complaint to June 27, 2025.

3. In advance of mediation, Plaintiffs requested, and Defendant produced, informal discovery related to liability and damages, including, but not limited to, details concerning the manner in which the Data Incident was carried out, the number of individuals impacted by the Data Incident, the categories of Private Information involved, the security enhancements implemented since the Data Incident to better protect Seven Counties' computer systems from future incidents, and information as to applicable insurance. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement.

4. On May 28, 2025, the Parties participated in a full-day mediation before Hon. David E. Jones (Ret.), but were unable to resolve this matter. Despite failing to reach an agreement during the mediation, the Parties continued to actively engage in settlement discussions over the next couple of months. Finally, on August 19, 2025, the Parties reached an agreement in principle as to the substantive benefits to the Settlement Class to settle this action on a class-wide basis. Thereafter, the Parties continued to negotiate regarding the payment of attorneys' fees and service awards, as well as to the precise language of this Settlement Agreement.

5. This Settlement Agreement resolves the claims of Plaintiffs and the Settlement Class arising from the alleged potential disclosure of their Private Information which varied by individual and may have included names, dates of birth, Social Security numbers, addresses, phone numbers, email addresses, diagnosis information, dates of service, and other clinical protected health information ("Private Information") in the Data Incident.

6. The Parties have agreed to settle the claims asserted in the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. In contrast, settlement now provides a guaranteed, timely benefit for Plaintiffs and the Settlement Class in relation to the Data Incident.

7. Defendant 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. Nevertheless, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

8. Plaintiffs believe the claims asserted in the Litigation have merit. Plaintiffs and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

9. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

10. 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.

11. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors (defined below) release the Released Parties (defined below)

of the Released Claims (defined below), without costs as to the Released Parties, Plaintiffs, Class Counsel, or the Settlement Class (defined below), except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

12. "**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, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the benefits under the Settlement to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

13. "**Aggregate Cap"** means the maximum amount to be paid by Defendant under this Settlement Agreement 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).

14. "**Alternative Cash Payment**" means, in lieu of receiving reimbursement for Documented Losses or Lost Time, all Settlement Class Members may elect to submit a claim for a one-time alternative cash payment of Seventy-Five Dollars and Zero Cents ($75.00).

15. "**Approved Claims**" shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

16. "**Claim Form**" shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

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

18. "**Class"** or "**Settlement Class"** means all 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.

19. **"Class Member**" or "**Settlement Class Member**" shall mean each member of the Settlement Class.

20. "**Class Counsel**" shall mean Kenneth Grunfeld of Kopelowitz Ostrow, P.A., Tanner Hilton of Federman & Sherwood, and Andrew Mize of Stranch, Jennings, & Garvey, PLLC.

21. "**Counsel**" or "**Counsel for the Parties**" means both Class Counsel and Defendant's Counsel, collectively.

22. "**Court**" shall mean Jefferson Circuit Court of Jefferson County, Kentucky, Division Thirteen (13) and Judge Ann Bailey Smith, who is presiding over this Litigation.

23. "**Defendant**" or "**Seven Counties**" means Seven Counties Services, Inc.

24. "**Defendant's Counsel**" shall mean Daniel M. Braude of Mullen Coughlin LLC.

25. "**Effective Date**" shall mean ten (10) business days after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order; (ii) the Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement; and (iii) either (a) the date upon which the time for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment expires; or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (iv) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. 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.

26. "**Fee and Expense Motion**" shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys' fees and litigation expenses, as well as Service Awards for the Class Representatives.

27. "**Fee Award and Expenses**" means the amount of attorneys' fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

28. "**Final**" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award or Service Awards made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

29. "**Final Approval Hearing**" means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving Service Awards to the Class Representatives.

30. "**Final Approval Order**," which is attached as **Exhibit E** in the form proposed, shall mean an order entered by the Court that:

i. Certifies the Settlement Class pursuant to Rule 23 of the Kentucky Rules of Civil Procedure;

ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;

iii. Dismisses Plaintiffs' claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;

iv. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;

v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and

vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

31. "**Frequently Asked Questions**" or "**FAQs**" are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

32. "**Litigation**" shall mean the action captioned *In Re Seven Counties Services, Inc. Data Breach Litigation,* Case No. 24-CI-007516.

33. "**Long Form Notice**" is the content of the notice substantially in the form as **Exhibit C**, and is the detailed, long form notice including FAQs that will be posted on the Settlement Website that will include robust details about the Settlement.

34. **"Lost Time"** means reimbursement of attested lost time up to four (4) hours at twenty-five dollars ($25.00) per hour. Settlement Class Members can only receive reimbursement of Lost Time with an attestation that the time spent was reasonably related to mitigating the effects of the Data Incident.

35. "**Notice Date**" means the last day by which Notice may be issued to the Settlement Class Members, which shall be thirty (30) days after Preliminary Approval.

36. "**Notice Plan**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone number.

37. "**Objection Deadline**" means the date by which a written objection to this Settlement Agreement must be filed with the Court, which shall be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

38. “**Opt-Out Deadline**” or “**Exclusion Deadline**” is the last day on which a Settlement Class Member may file a written request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

39. “**Documented Losses**” means costs or expenses that a Settlement Class Member actually incurred that are supported by reasonable documentation, are fairly traceable to the Data Incident, and that have not already been reimbursed by a third party including, 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.

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

41. “**Parties**” shall mean Plaintiffs and Defendant, collectively.

42. “**Plaintiffs**” or “**Class Representatives**” shall mean the named Plaintiffs, David Overstreet, Desiree Grider, and Jack Fusting.

43. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The Preliminary Approval Order in the form proposed is attached as **Exhibit D**.

44. “**Private Information**” means names, dates of birth, Social Security numbers, addresses, phone numbers, emails, diagnosis information, dates of service, and other clinical protected health information.

45. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

46. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section VII of this Settlement Agreement.

47. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

48. “**Service Awards**” shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement. The Service Awards requested will be $3,500 each to the Plaintiffs, subject to court approval.

49. “**Settlement**” or “**Settlement Agreement**” or “**Agreement**” shall mean this agreement, exhibits, and the settlement embodied herein.

50. “**Settlement Administrator**” means, subject to Court approval, Angeion Group, LLC, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

51. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, and current or last known address, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

52. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of the Claim Form, Long Form Notice, Short Form Notice, this Settlement Agreement, and Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, request to opt-out or be excluded from the Settlement, , and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the Notice Plan to Class Members. The Settlement Website will remain active until 120 days after the Effective Date.

53. “**Short Form Notice**” or “**Postcard Notice**” is the postcard notice that will be mailed to the Settlement Class Members, which shall be in a form substantially similar to **Exhibit B** attached hereto.

54. “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS AND ADMINISTRATION

55. **Documented Losses.** Settlement Class Members who suffered Documented Losses are eligible for payment of up to Five Thousand Dollars ($5,000). 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. If a Settlement Class Member does not submit reasonable documentation supporting claimed Documented Losses, or if their claim for Documented Losses is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected and converted into an Alternative Cash Payment Claim.

56. **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. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments of Lost Time but may consult with Class Counsel and Defendant’s Counsel in making individual determinations. Any such consultation shall be made

with both Class Counsel and Defendant's Counsel. The Settlement Administrator is authorized to contact any Settlement Class Member (through the information provided on the Settlement Class Member's Claim Form) to seek clarification regarding a submitted claim prior to deciding its validity

57. **Credit Monitoring and Identity Theft Protection Services**. All Settlement Class Members are eligible to enroll in three (3) years of one-bureau credit monitoring and identity theft protection services provided by CyEx. The Settlement Administrator shall send an activation code to each valid claimant within thirty (30) days of the Effective Date which can be used to activate the Credit Monitoring and Identity Theft Protection Services. The activation codes will be valid for a period of 180 days after mailing and may be used to enroll for the full three-year term at any point during those 180 days.

58. **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 and Zero Cents ($75.00). To receive the Alternative Cash Payment, Settlement Class Members must submit a valid Claim Form indicating the selection of an Alternative Cash Payment in lieu of receiving payment for Documented Losses or reimbursement for Lost Time. However, the election to receive an Alternative Cash Payment does not preclude Settlement Class Members from enrolling in credit monitoring and identity theft protection services offered under the Settlement. Further, the election to receive an Alternative Cash Payment does not preclude the Class Representatives from receiving a Court-approved Service Award.

59. **Business Practice Enhancements**. Plaintiffs have received assurances that Defendant has implemented or will implement certain reasonable business practice enhancements to further secure its computer systems following the Data Incident. Upon request by Class Counsel, Defendant will provide Class Counsel with a confidential declaration setting forth the enhancements and indicating the approximate cost/value of such enhancements implemented following the Data Incident. None of the past or future costs associated with the development and implementation of such enhancements have been or will be paid by Plaintiffs. The approximate cost/value of such enhancements may be reported to the Court in connection with the settlement approval process. Information provided by Defendant pursuant to this paragraph shall be treated as confidential and cannot be used for any purpose other than approval and enforcement of this Settlement Agreement.

60. **Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support claims for Documented Losses; (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident; and (4) the claimant timely submitted their Claim Form. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information that the Settlement Administrator deems reasonably necessary to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be invalid,

the Settlement Administrator will submit those claims to the Parties, by and through their respective Counsel. If, upon meeting and conferring, the Parties disagree as to the Claim validity, then the Claim shall be referred back to the Settlement Administrator for final determination.

i. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and allow the claimant 14 days from the date of the request to cure the defect. If the defect is not cured within the time allotted, then the claim will be deemed invalid.

ii. Following timely receipt of additional information pursuant to a request by the Settlement Administrator under ¶ 60(i), the Settlement Administrator shall have 10 days to accept or reject the Claim. If, after review of the Claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is valid, then the Claim shall be paid. If the Claim is not valid because the claimant has not provided the information requested by the Settlement Administrator, then the Settlement Administrator may reject the Claim without any further action. A defect in one Claim shall not cause rejection of any other Valid Claim submitted by the claimant.

iii. Class Members shall have 10 days from receipt of the approval of a Claim that provides a payment that deviates from the losses described on the Claim Form to accept or reject the Claim.

61. **Administrative Expenses.** Defendant is responsible for all reasonable costs of the Settlement Administrator, including the costs to implement the Notice Plan, separate from any payment to Settlement Class Members for benefits under the Settlement Agreement. Defendant will submit an initial payment to the Settlement Administrator to cover the cost of issuing Notice within twenty-one (21) days of Preliminary Approval.

62. After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide Notice in a manner mutually agreed upon by the Parties (and described below) and approved by the Court.

63. After the Court enters an order finally approving the Settlement Agreement, the Settlement Administrator shall issue payment to Settlement Class Members for Approved Claims, via check or electronically, to Settlement Class Members for Approved Claims within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

64. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this

Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

IV. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

65. **Notice**. Within seven (7) days of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days of Preliminary Approval, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members in the form of the "Short Form Notice" or "Postcard Notice" in a form substantially similar to **Exhibit B**. The process to issue notice as described in this paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice" or "Notice Plan."

66. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

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

68. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections. 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. 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.

69. Within seven (7) days of the Opt-Out and Objection deadline, the Settlement Administrator shall provide Counsel with a list of any Opt-Outs and Objections.

V. PRELIMINARY APPROVAL, FINAL APPROVAL AND JURISDICTION

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

71. **Preliminary Approval**. Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties.

72. **Final Approval**. Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing which shall be held on a date that is no earlier than 90 days after the Notice Date; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline.

73. **Jurisdiction**. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VI. MODIFICATION AND TERMINATION

74. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded only by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

75. **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 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 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.

76. Effect of Termination. In the event of a termination, this Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement 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 Settlement Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Finally, in such event, the terms and provisions of this Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

VII. RELEASES

77. **Released Parties**. Upon Final Approval of this Settlement Agreement, Settlement Class Members release, acquit, and forever discharge Defendant and Defendant's past or present parents, subsidiaries, divisions, and related or affiliated entities, each of their respective predecessors, successors, members, shareholders, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, including, without limitation, any person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation (other than any person who is 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), and any entity with whom Defendant contracted that, on behalf of Defendant, held data involved in the Data Incident who is, was or could have been named as a defendant in any of the actions in the Litigation ("Released Parties"). It is expressly understood that to the extent a Released Party is not a party to this Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

78. **Released Claims.** Upon Final Approval of this Settlement Agreement, Settlement Class Members release, acquit, and forever discharge the Released Parties of any and all past, present, 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 ("Released Claims"). Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of any person who has timely excluded themselves from the Class.

79. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, 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. With respect to the Released Claims, Plaintiffs, Settlement Class Members, and any Releasing Parties, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs, Settlement Class Members, and any Releasing Parties explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party 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 California Civil Code § 1542, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

80. 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.

81. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party

does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

82. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Plaintiffs/Class Representatives and other Participating Settlement Class Members shall be barred and precluded from prosecuting any Released Claims in any proceeding against Defendant 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. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be barred and precluded from prosecuting any claim they have released in the preceding paragraphs in any proceeding against the Class Representatives and Class Counsel or based on any actions taken by the Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

VIII. SERVICE AWARDS

83. **Service Awards**. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for Service Awards for the Class Representatives in recognition of their contributions to this Litigation not to exceed $3,500.00. Such Service Awards shall be paid by Defendant, in the amount approved by the Court, no later than thirty (30) days after the Effective Date. Defendant agrees not to oppose Class Counsel's request for Service Awards of $3,500.00.

84. **No Effect on Agreement**. In the event the Court declines to approve, in whole or in part, the Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

IX. ATTORNEYS' FEES, COSTS, EXPENSES

85. **Fee Award and Expenses**. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Motion for an award of attorneys' fees and expenses. Subject to Court approval, and separate and apart from the Aggregate Cap, Defendant shall pay $450,000.00 in attorneys' fees and costs to accounts designated by Class Counsel no later than thirty (30) days after the Effective Date. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and expenses of $450,000.00.

86. The Parties did not discuss or agree upon payment of attorneys' fees, costs, expenses, and Service Awards until after they agreed on all material, substantive terms of relief to the Settlement Class.

X. NO ADMISSION OF LIABILITY

87. **No Admission of Liability**. The Parties understand and acknowledge that this Settlement 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 Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

88. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency, or other tribunal.

XI. MISCELLANEOUS

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

90. **Entire Agreement**. This Settlement Agreement, including all exhibits hereto, shall constitute the entire Settlement Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Settlement Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Settlement Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of notice to the Settlement Class.

91. **Deadlines**. If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next day that is not a weekend or legal holiday as provided in Civil Rule 6.01 of the Kentucky Rules of Civil Procedure. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

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

93. **Cooperation of Parties**. The Parties to this Settlement Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Settlement Agreement.

94. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement, the Parties shall consult with each other in good faith prior to resolve such dispute.

95. **Governing Law**. The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Kentucky, without regard to the principles thereof regarding choice of law.

96. **Counterparts**. This Settlement 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 through e-mail of an Adobe PDF shall be deemed an original.

97. **Notices**. All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Andrew E. Mize (Ky. Bar No. 94453)
STRANCH, JENNINGS & GARVEY, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, Tennessee 37203
(615) 254-8801
amize@stranchlaw.com

Kenneth Grunfeld
KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
(954) 525-4100
grunfeld@kolawyers.com

Tanner R. Hilton
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, Oklahoma 73120
4131 North Central Expressway, Suite 900
Dallas, Texas 75204
(405) 235-1560
trh@federmanlaw.com

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

Daniel M. Braude
MULLEN COUGHLIN LLC
411 Theodore Fremd, Ste 206S
Rye, NY 10580
dbraude@mullen.law

The notice recipients and addresses designated above may be changed by written notice.

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

HAVE SEEN AND AGREED:

<table>
<tr>
<td>
David M Overstreet (Nov 4, 2025 15:58:33 EST)
____
DAVID OVERSTREET, Plaintiff

Dated: Nov 4, 2025

____
DESIREE GRIDER, Plaintiff

Dated: ______________________

____
JACK FUSTING, Plaintiff

Dated: ______________________
</td>
<td>
____
David Pankotai, President & CEO
Seven Counties Services, Inc.

Dated: October 31, 2025
</td>
</tr>
</table>

AGREED AS TO FORM:

Ken Grunfeld
Ken Grunfeld (Nov 4, 2025 16:04:00 EST)
____
Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

____
Andrew E. Mize
STRANCH, JENNINGS & GARVEY, PLLC

____
Tanner Hilton
FEDERMAN & SHERWOOD

____
Daniel M. Braude
MULLEN COUGHLIN LLC

HAVE SEEN AND AGREED:

______________________________ DAVID OVERSTREET, Plaintiff Dated: ________________________ Signed by: A68DA61F16AF449... ______________________________ DESIREE GRIDER, Plaintiff Dated: 11/6/2025 ______________________________ JACK FUSTING, Plaintiff Dated: ________________________	______________________________ David Pankotai, President & CEO Seven Counties Services, Inc. Dated: October 31, 2025

AGREED AS TO FORM:

____
Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

____
Andrew E. Mize
STRANCH, JENNINGS & GARVEY, PLLC

____
Tanner Hilton
FEDERMAN & SHERWOOD

____
Daniel M. Braude
MULLEN COUGHLIN LLC

HAVE SEEN AND AGREED:

______________________________ DAVID OVERSTREET, Plaintiff Dated: ______________________ ______________________________ DESIREE GRIDER, Plaintiff Dated: ______________________ Signed by: 07E659C30834447... ______________________________ JACK FUSTING, Plaintiff Dated: 11/4/2025 | 2:15 PM CST	______________________________ David Pankotai, President & CEO Seven Counties Services, Inc. Dated: October 31, 2025

AGREED AS TO FORM:

____
Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

____
Andrew E. Mize
STRANCH, JENNINGS & GARVEY, PLLC

____
Tanner Hilton
FEDERMAN & SHERWOOD

____
Daniel M. Braude
MULLEN COUGHLIN LLC

SETTLEMENT TIMELINE

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

EXHIBIT A

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]	*In re: Seven Counties Services, Inc. Data Breach Litigation* Case No. 24-CI-007516 Jefferson Circuit Court of Jefferson County, Kentucky Division Thirteen **CLAIM FORM**	**SCS-CLAIM**

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a member of the Settlement Class, which includes:

All individuals impacted by the cyber security incident that Seven Counties experienced from July 19, 2024 to August 12, 2024 ("Data Incident"), including all individuals who received notice of the Data Incident.

Settlement Class Members can submit a Claim Form online at www.SCSSettlement.com or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than DEADLINE.

SETTLEMENT CLASS MEMBER BENEFITS

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 out-of-pocket 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 Out-of-Pocket 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 Out-of-Pocket Losses, Reimbursement of Lost Time, or for the Alternative Cash Payment, which is no more than One Million Dollars ($1,000,000.00).

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

This Claim Form, with any supporting documentation, may be submitted electronically via the Settlement Website at www.SCSSettlement.com or it may be mailed, with any supporting documentation, to: **Seven**

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]

In re: Seven Counties Services, Inc. Data Breach Litigation
Case No. 24-CI-007516
Jefferson Circuit Court of Jefferson County, Kentucky
Division Thirteen
CLAIM FORM

SCS-CLAIM

Counties Data Incident Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if your contact information changes after you submit your Claim Form.

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number** **Notice ID**

II. CREDIT MONITORING & IDENTITY PROTECTION SERVICES

☐ Check this box if you wish to receive Credit Monitoring & Identity Protection Services.

Checking this box and submitting this Claim Form will <u>not</u> automatically enroll you into Credit Monitoring. To enroll, you must follow the instructions sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes final (the "Effective Date").

III. DOCUMENTED LOSSES

☐ Check this box if you are seeking reimbursement for Documented Losses up to $5,000.

You <u>must</u> submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

Description of Documentation Provided	***Amount***
Total Documented Losses Claimed:	

IV. REIMBURSEMENT OF LOST TIME

☐ Check this box if you are seeking reimbursement for time spent dealing with issues related to the Data Incident.

Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours

I hereby attest under penalty of perjury that the lost time claimed above was spent in response to the Data Incident, as described below:

____
____
____
____
____
____

V. ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive an Alternative Cash Payment in the amount of $75.00. You are not eligible for this payment if you are seeking reimbursement of documented losses and/or reimbursement of lost time.

VI. PAYMENT SELECTION

Please select **<u>one</u>** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid Card: ________________________________

***Payment via check will be mailed to the address provided in Section I above.**

VII. CERTIFICATION & SIGNATURE

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided 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.

__________________________ __________________________ __________________

Your claim must be submitted online or <u>postmarked by</u>: [DEADLINE]

In re: Seven Counties Services, Inc. Data Breach Litigation
Case No. 24-CI-007516
Jefferson Circuit Court of Jefferson County, Kentucky
Division Thirteen
CLAIM FORM

SCS-CLAIM

______________________	______________________	______________________
Signature	Printed Name	Date

EXHIBIT B

LEGAL NOTICE

CONFIDENTIAL LEGAL INFORMATION – TO BE OPENED BY THE ADDRESSEE ONLY

The Jefferson Circuit Court of Jefferson County, Kentucky, Division Thirteen authorized this Notice.

You are not being sued.

SCS Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID»

SCS SETTLEMENT ADDRESS UPDATE FORM

«FIRSTNAME» «LASTNAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

«BARCODE»

Complete this Address Update Form if you need to provide the Settlement Administrator with your updated mailing address.

This is <u>NOT</u> a claim form. If you want to submit a claim for Settlement benefits, visit www.SCSSettlement.com.

Updated Street Address: ____

Updated City: ____

Updated State: _____ Updated Zip Code: ____________

For more information about the Settlement or to submit a claim form online, visit www.SCSSettlement.com or scan the QR code:

[QR Code placeholder]

A proposed Settlement has been reached with the defendant Seven Counties Services, Inc. ("Seven Counties") in the lawsuit captioned: In re: Seven Counties Services, Inc. Data Breach Litigation, Case No. 24-CI-007516.

Who is Included? All individuals impacted by the cyber security incident that Seven Counties experienced from July 19, 2024 to August 12, 2024 ("Data Incident"), including all individuals who received notice of the Data Incident. You are receiving this Notice because Seven Counties' records indicate that you are a Settlement Class Member.

What does the Settlement Provide? Settlement Class Members may submit a Claim Form to receive Reimbursement of Documented Losses of up to $5,000, and/or Compensation for Lost Time up to four hours at a rate of $25 per hour. Alternatively, Settlement Class Members may submit a claim for the Alternative Cash Payment of $75. In addition, all Settlement Class Members may elect to receive Credit Monitoring Services. These benefits are subject to an aggregate cap of $1 million. In addition, Defendant has implemented or will implement certain reasonable business practice enhancements to further secure its computer systems, and will pay for Notice and Administration Expenses, Class Counsel's Fees and Expenses, and Service Awards. Please visit www.SCSSettlement.com for a full description of the Settlement benefits.

How To Get Benefits: Visit www.SCSSettlement.com to submit your claim online or to download a full Claim Form to complete and return by mail. Claim Forms must be submitted online by DATE or submitted by mail must be postmarked no later than DATE.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by DATE. If you do not exclude yourself, you will release any claims you may have against Seven Counties or the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at www.SCSSettlement.com. If you do not exclude yourself, you may object to the Settlement by DATE. Please visit www.SCSSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You: The Court has appointed Kopelowitz Ostrow, P.A., Federman & Sherwood, and Stranch, Jennings, & Garvey, PLLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court for an award of Attorneys' Fees and Expenses in the amount of $450,000, and Service Awards for the Class Representatives not to exceed $3,500 each.

The Final Approval Hearing: The Court has scheduled a hearing for DATE/TIME at ADDRESS, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees and Expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.SCSSettlement.com for updates.

This Notice is only a Summary. Please visit www.SCSSettlement.com or call toll-free 1-888-323-9188 for more information.

____

____

____

SCS Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT C

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:	
FILE A CLAIM FORM **DEADLINE: DATE**	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.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **DEADLINE: DATE**	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.
OBJECT TO OR COMMENT ON THE SETTLEMENT **DEADLINE: DATE**	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.
GO TO THE FINAL APPROVAL HEARING **DATE**	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 not required to attend the Final Approval Hearing.
DO NOTHING	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.

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, or call toll-free 1-888-323-9188. You may also email the Settlement Administrator at EMAIL.

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.SCSSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

Visit www.SCSSettlement.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 **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**.

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: SCS Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: EMAIL

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

Completed Claim Forms, along with supporting documentation, may be mailed to the Settlement Administrator at: SCS Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **DATE**.

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.SCSSettlement.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., Tanner Hilton 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 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 **DATE**.

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 **DEADLINE**:

SCS Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

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 **the Objection Deadline**.

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 **DEADLINE**:

Court	Settlement Administrator
[Court Address] (May be filed with the Court in person instead of being mailed.)	[INSERT ADDRESS]
Class Counsel	**Defendant's Counsel**
Kenneth Grunfeld **KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT** One West Las Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301 (954) 525-4100 grunfeld@kolawyers.com Andrew E. Mize (Ky. Bar No. 94453) **STRANCH, JENNINGS & GARVEY, PLLC** 223 Rosa L. Parks Avenue, Suite 200	Daniel M. Braude **MULLEN COUGHLIN LLC** 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 Tel: (267) 930-1316 dbraude@mullen.law

Nashville, Tennessee 37203 (615) 254-8801 amize@stranchlaw.com Tanner R. Hilton **FEDERMAN & SHERWOOD** 10205 North Pennsylvania Avenue Oklahoma City, Oklahoma 73120 4131 North Central Expressway, Suite 900 Dallas, Texas 75204 (405) 235-1560 trh@federmanlaw.com	

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 **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

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 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.SCSSettlement.com. You may also contact the Settlement Administrator by mail or email:

Mail: SCS Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: Email Address

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

EXHIBIT D

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., Tanner Hilton 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: ______________________________

<u>EXHIBIT E</u>

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

* * * * * * * * * * * *

FINAL APPROVAL ORDER AND JUDGMENT

Motion having been made by Plaintiffs, David Overstreet, Desiree Grider, and Jack Fusting ("Plaintiffs"), individually, and on behalf of the Settlement Class, for Final Approval of the class action Settlement with Defendant, Seven Counties Services, Inc., pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and,

The Court having held a final approval hearing on ______________________, notice of the hearing having been duly given in accordance with this Court's Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"); having considered all matters submitted to the Court at the final approval hearing; and otherwise being well and sufficiently advised;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. The Settlement Agreement dated ________________________, including its Exhibits (the "Settlement Agreement"), and the definition of words and terms contained therein are incorporated by reference and are used hereafter. The terms and definitions of this Court's Preliminary Approval Order are also incorporated by reference in this Final Approval Order and Judgment.

2. The Court has subject matter jurisdiction pursuant to KRS § 23A.010 and personal jurisdiction over the parties before it, including the Settlement Class Members with respect to the following Class, which is finally certified under CR 23.01 and CR 23.02:

> [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.

3. The Court hereby finds that the Settlement is the product of arm's length settlement negotiations between the Parties facilitated by a third-party neutral mediator.

4. The Court hereby finds and concludes that Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and as approved by the Court.

5. The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy CR 23.05 of the Kentucky Rules of Civil Procedure and the requirements of due process, were the best means of providing notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Final Approval Order and Judgment.

6. The Court hereby fully and finally approves the Settlement Agreement and finds that the terms constitute, in all respects, a fair, reasonable and adequate settlement as to all Settlement Class Members, entered into in good faith and without collusion, in accordance with CR 23.05.

7. The Court orders the Parties to comply with and implement the terms of the Settlement Agreement in all respects.

8. On final approval of this settlement (including, without limitation, the exhaustion of any judicial review, or requests for judicial review, from this Final Approval Order and Judgment), the Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully and finally release and forever discharge the Released Parties from the Released Claims, as set forth in Section VII of the Settlement Agreement.

9. Plaintiffs' claims are dismissed with prejudice and without costs, except as explicitly provided for in the Settlement Agreement.

10. The Court reserves jurisdiction over the Settlement and the Settlement Agreement.

11. This is a final and appealable order. There is no just reason for delay.

IT IS SO ORDERED

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

Dated: ______________________________