

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
United States District Court Southern District of Indiana

Justin Lee v. South Western Communications, Inc.,
Case No. 3:24-cv-00157-RLY-CSW

A Court has authorized this Notice. This is not a solicitation from a lawyer.

**If You Previously Received a Notice Stating Your Information Was
Impacted in a Data Breach Affecting South Western Communications, Inc.,
You Are Eligible to Receive Payments from a Class Action Settlement**

- If you are receiving this Notice, you are eligible to receive a payment from a proposed \$436,670.00 class action settlement. To be eligible to make a claim, your information must have been impacted in the criminal ransomware attack against South Western Communications, Inc.'s network ("South Western" or "Defendant"), that occurred on or around December 21, 2023 (the "Data Breach").
- The class action lawsuit concerns the Data Breach in which the personally identifiable information of representative plaintiffs and settlement class members may have been accessed by an unauthorized third party.
- South Western denies any wrongdoing whatsoever and denies that it has any liability but has agreed to settle the lawsuit on a class-wide basis.
- Settlement class members under the settlement agreement will be eligible to receive:
 - ❖ **Credit monitoring services – identity theft insurance, which covers certain identity theft related expenses incurred by settlement class members up to a limit of \$1,000,000, if selected as part of a claim;**
 - ❖ **Reimbursement for any out-of-pocket losses and/or attested time as a result of the Data Breach; AND**
 - ❖ ***Pro rata* cash payment – no claim form is required for this benefit.**
- To submit a claim visit **www.SouthWesternDataBreach.com** or call (844) 496-1194 to request a Claim Form no later than **December 24, 2025**.
- For more information, visit **www.SouthWesternDataBreach.com** or call (844) 496-1194.
- **Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

Summary of Legal Rights		Deadline(s)
Submit a Claim Form	The only way to receive reimbursement for out-of-pocket losses, attested time and/or credit monitoring services from the settlement.	Submitted or postmarked on or before December 24, 2025
Exclude Yourself by Opting Out of the Class	Receive no benefit from the settlement. This is the only option that allows you to keep your right to bring any other lawsuit against South Western relating to the Data Breach.	Mailed and postmarked on or before October 25, 2025

Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak at the final approval hearing on December 9, 2025 , about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before October 25, 2025
Do Nothing	You may still receive a <i>pro rata</i> cash payment from the settlement, but you give up any right to bring any other lawsuit against South Western relating to the Data Breach.	N/A

- Your rights and options as a settlement class member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the settlement. Payments to settlement class members will be made only if the Court approves the settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the settlement, and all of your options, before the Court decides whether to give “final approval” to the settlement. This Notice explains the nature of the lawsuit that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

The Honorable Judge Richard L. Young of the United States District Court for the Southern District of Indiana is overseeing this case captioned as Justin Lee v. South Western Communications, Inc., Case No. 3:24-cv-00157-RLY-CSW (S.D. Ind.). The person who brought the lawsuit is called the representative plaintiff. The company being sued, South Western Communications, Inc. (“South Western”), is called the Defendant.

2. What is the lawsuit about?

The lawsuit alleges that in December 2023, criminal actors accessed and encrypted portions of South Western’s network in a ransomware attack, and gained unauthorized access to the personally identifiable information of certain South Western employees and their dependents. The Data Breach impacted the personally identifiable information of approximately 4,386 individuals.

South Western denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that South Western has done anything wrong.

3. Why is this a class action?

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

4. Why is there a settlement?

The Court has not decided in favor of the plaintiffs or South Western. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to settlement class members. The “representative plaintiffs” appointed to represent the settlement class, and the attorneys for the Class (“Class Counsel,” see Question 18) think the settlement is best for all settlement class members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the settlement and potentially a settlement class member if you previously received written notification from South Western that your personally identifiable information may have been compromised as a result of the Data Breach.

Only settlement class members are eligible to receive benefits under the settlement. Specifically

excluded from the settlement class are: (1) the judges presiding over the lawsuits, members of their staff, and members of their direct families; (2) South Western and any other party being released pursuant to the settlement; and (3) settlement class members who submit a valid request for exclusion prior to **October 25, 2025**.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, you may call (844) 496-1194 with questions. You may also write with questions to:

South Western Communications Data Breach Action
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799
info@SouthWesternDataBreach.com

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that South Western will create a settlement fund that pays for the following: (a) out-of-pocket losses (b) attested time (c) credit monitoring services; and (d) *pro rata* cash payment. Note that settlement class members are subject to an individual aggregate cap of \$6,000 for payments made under the Settlement for out-of-pocket losses and attested time.

Payment of the fee award and costs (see Question 19), notice and administrative expenses, service award payments, credit monitoring services, out-of-pocket losses, and attested time claims will be paid from the settlement fund. The settlement administrator will make *pro rata* cash payments of the remaining settlement fund to each settlement class Member.

South Western has agreed to implement and maintain certain business practice adjustments to its data security practices including by implementing: (i) enhanced data security policies, (ii) enhanced security measures, (iii) further restricting access to personal information, and (iv) enhanced monitoring and response capabilities.

8. What payments are available for reimbursement under the Settlement?

Settlement class members who submit a claim approved by the settlement administrator are eligible to receive:

- a) ***Credit Monitoring Services:*** In addition to the benefits above, Settlement Class Members are eligible to receive 3 years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) at no cost to you. You must submit a Claim Form to receive this benefit.
- b) ***Reimbursement for Out-of-Pocket Losses:*** All settlement class members are eligible to recover compensation for out-of-pocket losses and attested time, combined, incurred as a result of the Data Breach, including:
 - ***Ordinary Out-of-Pocket Losses.*** Defendant will pay up to five-hundred U.S. dollars and

zero cents (\$500.00) for documented “ordinary” Out-of-Pocket Losses for efforts mitigating against identity theft resulting from the Data Breach. Ordinary Out-of-Pocket Losses (i) 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 between the date of the Data Breach and the seven (7) days after the Notice Deadline; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that were incurred between the date of the Data Breach and seven (7) days after the Notice Deadline.

- ***Extraordinary Out-of-Pocket Losses.*** Defendant will pay up to five thousand U.S. dollars and zero cents (\$5,000.00) for reimbursement of “extraordinary” Out-of-Pocket Losses. Extraordinary Out-of-Pocket Losses include proven monetary losses that meet the following conditions: (i) the loss is an actual, documented and unreimbursed monetary loss caused by (A) misuse of the class member’s personal information or (B) fraud or identity theft associated with the settlement class member’s personal information; (ii) the loss was more likely than not caused by the Data Breach; (iii) the loss occurred between the date of the Data Breach and seven (7) days after the Notice Deadline; and (vi) the loss is not already covered by the Attested Time and Ordinary Out-of-Pocket Losses categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member’s credit monitoring insurance and identity theft insurance.
- c) ***Reimbursement for Attested Time:*** Settlement Class Members may make a claim for self-certified time spent related to the effects or potential effects of the Data Breach. Each Settlement Class Member may seek reimbursement for up to 5 hours (at \$25 per hour) of time spent in response to the Data Breach by simply attesting to the fact that they expended such time and describing how the time was spent.
- d) ***Pro Rata Cash Payment:*** After the distribution of the fee award and costs, notice and administrative expenses, service award payments, credit monitoring services, out-of-pocket losses, and attested time claims, the settlement administrator will automatically make *pro rata* cash settlement payments of the remaining settlement fund to each settlement class member (no claim is required to receive this payment).

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive credit monitoring services, reimbursement for out-of-pocket losses, or reimbursement for attested time, you must complete and submit a claim online at **www.SouthWesternDataBreach.com**, or by mail to:

South Western Communications Data Breach Action
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Read the Claim Form instructions carefully, fill out the Claim Form, provide the required

documentation, and submit online by **December 24, 2025** or by mail postmarked by **December 24, 2025**.

You do not need to submit a claim form to receive a *pro rata* cash payment.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any claim made on each Claim Form is valid. The Settlement Administrator may require additional information from you. If you do not provide the additional information in a timely manner, the claim will be considered invalid and will not be paid.

The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether:

- (i) the timing of the costs occurred on or after December 2023; and
- (ii) the Personal Information purportedly used to commit identity theft or fraud consisted of the type of Personal Information identified in South Western's notices of the Data Breach.

11. When will I get my payment?

The Court will hold a hearing on **December 9, 2025, at 2:00 p.m. Central Time** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Payments will begin after the settlement has obtained court approval and the time for all appeals has expired.

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

South Western and its affiliates will receive a release from all claims that could have been or that were brought against South Western relating to the Data Breach. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue (i) South Western Communications, Inc. and (ii) the past and present officers, directors, employees, officials, members, partners, principals, agents, representatives, attorneys (including any and all in-house and outside counsel including, without limitation, South Western's Counsel), advisors, administrators, auditors (including any and all internal and external auditors), accountants, actuaries, consultants, fiduciaries, representatives, service providers, successors-in-interest, parents, Subsidiaries, Affiliates, trustees, insurance carriers, reinsurers, estates, heirs, executors, beneficiaries, trusts, and assigns of, including all persons controlling, controlled by, or under common control with, any or all of the above persons or entities referenced in this paragraph, any Person related to any such entities relating to the Data Breach. This release is described in the Settlement Agreement, which is available at **www.SouthWesternDataBreach.com**. If you have any questions, you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the settlement.

14. If I do not exclude myself, can I sue South Western for the same thing later?

No. Unless you exclude yourself, you give up any right to sue South Western and any other released party for any claim that could have been or was brought relating to the Data Breach. You must exclude yourself from the settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement in Justin Lee v. South Western Communications, Inc., Case No. 3:24-cv-00157-RLY-CSW (S.D. Ind.). The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by the Opt-Out Deadline **October 25, 2025**, to:

South Western Communications Data Breach Action
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. To object, you must mail your objection to the Settlement Administrator, at the mailing addresses listed below, postmarked **no later** than the Objection Deadline, **October 25, 2025**:

South Western Communications Data Breach Action
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Your objection must be written and must include all of the following: include (i) the name of the lawsuits; (ii) the settlement class member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the settlement class member (or his/her attorney) intends to appear at the final approval hearing; and (vii) the signature of the settlement class member or the settlement class member's attorney.

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

Objecting is telling the Court that you do not like the settlement or parts of it and why you do not think it should be approved. You can object only if you are a settlement class member. Excluding yourself is telling the Court that you do not want to be part of the settlement class and do not want to receive any payment from the settlement. If you exclude yourself, you have no basis to object because you are no longer a settlement class member, and the case no longer affects you. If you submit both a valid objection and a valid request for exclusion, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Lynn A. Toops and Amina A. Thomas of CohenMalad, LLP, and Samuel J. Strauss and Raina C. Borrelli of Strauss Borrelli PLLC as Class Counsel to represent the settlement class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will file a fee application to be paid from the settlement fund. Class Counsel's request for attorneys' fees will not exceed one-third (33.33%) of the settlement fund and reimbursement of litigation costs and expenses not to exceed \$145,556.00. These amounts would be paid from the settlement fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement and will be the only payment to them for their efforts in achieving this settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a service award payment up to \$5,000 for the representative plaintiff.

Any fee award and cost for Class Counsel, and for service award payments to the representative plaintiffs must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of final approval of the settlement will be filed no later than **October 10, 2025** and their fee application will be filed no later than **October 10, 2025** and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a final approval hearing at **2:00 p.m. Central Time on December 9, 2025**, at the Federal Building, 101 NW Martin Luther King, Jr., Blvd., Evansville, Indiana, 47708, Room 301 as ordered by the Court. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for fee award and costs, as well as the request for service award payment for the representative plaintiffs. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The hearing

may be moved to a different date or time without additional notice, so Class Counsel recommends checking the settlement website **www.SouthWesternDataBreach.com**, or calling (844) 496-1194.

21. Do I have to attend the hearing?

No. Class Counsel will present the settlement class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the settlement administrator, at the mailing addresses listed below, postmarked by no later than the objection deadline.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will still be eligible to receive a *pro rata* cash payment from this settlement. If the settlement is granted final approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against South Western or the other released parties based on any claim that could have been or that was brought relating to the Data Breach.

ADDITIONAL INFORMATION

24. How do I get more information?

This Notice summarizes the settlement. More details are in the settlement agreement itself. A copy of the settlement agreement is available at **www.SouthWesternDataBreach.com**. You may also call or email the settlement administrator with questions or to receive a claim form at (844) 496-1194 and info@SouthWesternDataBreach.com.

25. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the settlement administrator of your updated information. You may do so by writing to:

South Western Communications Data Breach Action
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799
info@SouthWesternDataBreach.com