

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
  
FIFTH JUDICIAL CIRCUIT

JASON WARREN, on behalf of himself  
individually and on behalf of all others  
similarly situated,

Plaintiff,

v.

RILEY POPE & LANEY, LLC,

Defendant.

Case No.: 2025CP4008192

**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT**

WHEREAS this matter having come before the Court upon the Plaintiff Jason Warren (“Plaintiff”) Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”).

WHEREAS, Plaintiff, individually and on behalf of the putative Settlement Class, and Defendant, Riley Pope & Laney, LLC (“RPL” or Defendant”), have entered into a mediated Settlement Agreement (the “Settlement Agreement”) which, if approved, would resolve this class action.

WHEREAS, the Court has reviewed and considered the Motion papers and all exhibits thereto, including the Settlement Agreement<sup>1</sup> and the proposed Notice Plan, the Court finds that there is sufficient basis for: (i) granting preliminary approval of the Settlement Agreement; (ii) provisionally certifying the Class for settlement purposes only; (iii) appointing Plaintiff Jason Warren as Class Representative; (iv) appointing Raina Borrelli of Strauss Borrelli PLLC and Paul J. Doolittle of Poulin Willey Anastopoulo, LLC as Class Counsel; (v) approving the method and

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<sup>1</sup> All capitalized terms used in this Order shall have the same meaning as set forth in the Settlement Agreement.

manner of providing notice to the class as set forth in the Settlement Agreement; and (vi) setting a schedule for the Final Approval hearing and other remaining procedures. The Court now finds and orders as follows:

**I. Preliminary Approval of Settlement Agreement**

1. After reviewing the proposed Settlement Agreement submitted with the Motion seeking approval of a claims-made settlement, the Court preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate, entered in good faith, free of collusion, and within the range of possible judicial approval. At or after the Final Approval Hearing, the Court shall determine, among other matters, whether the Settlement warrants final approval.

**II. Provisional Certification of the Class**

2. The Court conditionally makes the following findings for settlement purposes only, subject to final approval at the Final Approval Hearing:

- (a) Based on the information provided, the Settlement Class consists of roughly 7,699 individuals, making the members of the class so numerous as to make joinder impracticable;
- (b) There are questions of law and fact common to the class, including whether Defendant implemented reasonable administrative, technical, and/or physical controls to protect the confidentiality, availability and integrity of the information compromised in the Data Breach, and such questions predominate over any questions affecting only individual class members;
- (c) Plaintiff's claims and the defenses thereto are typical of the claims of class members and the defenses thereto, as Plaintiff and Class Members have suffered similar injuries as a result of the same course of conduct by Defendant;
- (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the class; and
- (e) The amount in controversy exceeds one hundred dollars for each member of the class.

3. Accordingly, for purposes of settlement only, pursuant to the South Carolina Rules of Civil Procedure, Rule 23, the Court provisionally certifies a Class defined as “all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident experienced by RPL including all those who received notice of the Data Security Incident.”

4. The following entities and individuals are excluded from the definition of “Settlement Class” or “Class Members”: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

### **III. Appointment of Class Representatives & Class Counsel**

5. Solely for the purposes of effectuating the Settlement, Plaintiff Jason Warren is appointed as class representative for the Settlement Class.

6. Raina Borrelli of Strauss Borrelli PLLC and Paul J. Doolittle of Poulin Willey Anastopoulo, LLC are appointed as class counsel for the Settlement Class.

### **IV. Approval of Class Notice**

7. The Court approves the appointment of Simpluris as the Settlement Administrator. Within fourteen (14) days after entry of this Order, Defendant will provide to the Settlement Administrator a class list that includes Class Members’ full names and known mailing addresses and, to the extent available, email addresses of Class Members affected by the Data Breach.

8. The Court approves, as to the form and content, the method and manner of providing notice to the class as set forth in the Settlement Agreement (the “Notice Plan”).

Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing Notices substantially in the form as presented in the exhibits to the Settlement Agreement. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, constitutes valid, due and sufficient notice to the class in full compliance with the requirements of applicable law.

**V. Manner for Submitting Claim Forms**

9. Class Members who wish to be eligible to receive payment from the Settlement must complete and submit a Claim Form in accordance with the instructions contained therein. By submitting a Claim Form, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to their claim and the subject matter of the Settlement.

10. To be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Deadline. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Any eligible Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (i) shall be deemed to have waived their right to share in the Settlement; (ii) shall be forever barred from participating in any distributions therefrom; (iii) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders and judgments in the action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (iv) will be barred from commencing, maintaining or

prosecuting any of the Released Claims against Defendant, as more fully described in the Settlement Agreement.

**VI. Schedule & Procedure for Requesting Exclusion or Objecting**

12. The deadline for the Class Members to request exclusion from the Settlement Class shall be sixty (60) days after the Notice Deadline.

13. In order to request exclusion, a Settlement Class member must mail a written request to the Settlement Administrator, as set forth in the Notice.

14. The written 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.

15. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above or the request for exclusion is otherwise accepted by the Court. Persons that validly and timely request exclusion from the Settlement Class shall not be entitled to share in the benefits of the Settlement, nor be bound by any judgment whether favorable or adverse.

16. The Settlement Administrator shall keep track of any requests for exclusion.

17. On or before seven (7) days after the Opt-Out deadline, the Settlement Administrator shall provide a report that summarizes the number of written notifications of exclusions received that week, the total number of written notifications of exclusion received to date, and other pertinent information as requested by counsel.

18. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a sworn declaration that: (i) attests to implementation of the Notice Plan in accordance with the

Preliminary Approval Order; and, (ii) identifies each Settlement Class member who timely and properly provided written notification of exclusion from the Settlement Class.

19. Settlement Class members who wish to object or otherwise be heard with respect to the Settlement, and to appear in person at the Final Approval Hearing, must first file a written objection with the Court sixty (60) days after the Notice Deadline. The objection must include: (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Security Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

20. Any objections to the Settlement must also be sent to:

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
980 N Michigan Ave, Suite 1610  
Chicago, IL 60611  
raina@straussborrelli.com

Paul J. Doolittle, Esq. (SBN 6012)  
**POULIN WILLEY ANASTOPOULO, LLC**  
32 Ann Street  
Charleston, SC 29403  
Telephone: 803-222-2222  
Facsimile: 843-494-5536  
paul.doolittle@poulinwilley.com

21. Any Class Member who does not make their objection in the manner provided above shall be deemed to have waived their right to object to any aspect of the Settlement, the plan of distribution, Settlement Class Counsel's requests for attorneys' fees, reimbursement of expenses and Service Awards and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the same.

**VII. Procedures for Final Approval of Settlement & Fairness Hearing Date**

22. All briefs and materials in support of Settlement Class Counsel's fee and expense application, and any application for Service Awards, shall be filed with the Court within 45 days after the Notice Deadline. The applications described in this paragraph shall promptly be posted on the Settlement Website and shall be considered as separate and apart from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

23. All briefs and materials in support of final approval of the Settlement shall be filed with the Court no later than fourteen (75) days after the Notice Deadline.

24. All reply submissions, including any responses to any objections by Settlement Class Members, shall be filed with the Court no later than fourteen (14) calendar days prior to the date of the Final Approval Hearing.

25. The Final Approval Hearing shall be held before this Court on \_\_\_\_\_ at \_\_\_\_\_, to determine whether:

- a) the claims in the action meet each of the prerequisites for class certification for settlement purposes and may properly be maintained as a class action on behalf of the class for settlement purposes;
- b) the Court should finally approve the Settlement Agreement and all terms contained therein as fair, reasonable, and adequate in light of any timely and

valid objections presented by class members and the parties' responses to any such objections;

- c) to determine whether the Notice Plan as conducted was appropriate;
- d) to determine whether the claims process under the Settlement is fair, reasonable, and adequate and should be approved by the Court;
- e) to approve the motion for attorneys' fees, costs, and class representative service awards; and,
- f) to rule upon such other matters as the Court may deem appropriate.

26. The Final Approval Hearing may be postponed, adjourned or continued by further Order of this Court; in this event, the Court will furnish all counsel with appropriate notice. Settlement Class Counsel shall be responsible for communicating any such notice promptly to the Settlement Class by posting conspicuous notice on the Settlement Website.

27. In the event that the proposed settlement is not approved by this Court, or the Settlement is terminated in accordance with the applicable provisions of the Settlement Agreement, the Settlement shall be deemed null and void and shall have no further force and effect, and neither the Settlement nor the negotiations leading to it shall be used or referred to by any person or entity in this or in any other action or proceeding for any purpose. Neither this Order nor the Settlement Agreement nor any Settlement-related document nor any proceeding undertaken in accordance with the terms set forth in the Settlement Agreement or in any other Settlement-related documents, shall constitute, be construed as or be deemed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant, or likewise, constitute, be construed as or be deemed to be an admission or evidence of or presumption against Plaintiff or any other member of the Settlement Class that any of their claims are without merit or

infirm, that a class should not be certified, or that recoverable damages against the Defendant would not have exceeded the Settlement amount.

28. If the Settlement does not become final, then, subject to approval of the Court, litigation of the action against Defendant will resume in a reasonable manner to be approved by the Court upon joint application by the Parties.

29. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the Notice Plan, Settlement administration, claims processing, and other execution of the proposed Settlement:

**SETTLEMENT TIMELINE**

<b><u>Preliminary Approval Order</u></b>	
Settlement Administrator provides W-9 to Defendant	Within 5 days of Preliminary Approval
Defendant Provides Notice List to Settlement Administrator	Within 15 days of Preliminary Approval
Settlement Website Activated	No later than the date Notice is sent to Settlement Class
Notice Deadline	30 days after Preliminary Approval Order
Class Counsel file Fees and Expense Application with request for Service Awards	Within 45 days after Notice Deadline
Objection & Opt-Out Deadline	60 days after Notice Deadline
Settlement Administrator provides Requests for Exclusion and Objections to Counsel	7 days after Opt-Out Deadline
Claims Deadline	90 days after Notice Deadline
Deadline for Class Members to cure deficient claims	Within 21 days of sending deficiency notice
<b><u>Grant of Final Approval</u></b>	
Plaintiffs file Motion for Final Approval	At least 75 days after Notice Deadline
Final Approval Hearing	At least 135 days after Notice Deadline
<b><u>Final Approval Order</u></b>	
Effective Date	10 business days after Final Approval Order Entered
Settlement Administrator provides list of Approved and invalid claims.	30 days after the Claims Deadline or 120 days after the Notice Deadline
Deadline for Defendant to transmit the funds needed to pay Approved Claims	Within 45 days of receiving the list of approved and invalid claims.

Date Settlement checks expire	90 days from issuance
Settlement Website deactivation	60 days after all payments have been distributed

30. Pending final determination of whether the Settlement Agreement should be approved, Plaintiff and Class Members are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant.

31. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

**IT IS SO ORDERED**, this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Hon.



Richland Common Pleas

**Case Caption:** Jason Warren vs Riley Pope & Laney Llc

**Case Number:** 2025CP4008192

**Type:** Order/Approval Of Settlement

So Ordered

s/ Daniel Coble, 2774