

SETTLEMENT AGREEMENT AND RELEASE

Jason Warren v. Riley, Pope & Laney, LLC
Case No. 2025CP4008192 (Richland County, South Carolina)

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jason Warren (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 25), Riley, Pope & Laney LLC (“RPL” or “Defendant”) (collectively the “Parties”), in the following action: *Jason Warren v. Riley, Pope & Laney, LLC* (Case No. 2025CP4008192), filed on December 10, 2025 in the Court of Common Pleas, Fifth Judicial Circuit, County of Richland, South Carolina (the “Action”). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 28), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on February 24, 2025, Plaintiff filed a Complaint (Case No. 3:25-cv-01069-MGL) against Defendant in the United States District Court for the District of South Carolina, Columbia Division, related to a cybersecurity incident occurring in August 2024 (the “Data Security Incident”) affecting Defendant;

WHEREAS, Defendant moved to dismiss Case No. 3:25-cv-01069-MGL and Plaintiff filed an opposition to that motion;

WHEREAS, on October 21, 2025, in accordance with the Parties’ agreement, Plaintiff dismissed Case No. 3:25-cv-01069-MGL;

WHEREAS, on December 10, 2025, in accordance with the Parties’ agreement, Plaintiff refiled the Complaint in state court, Case No. 2025CP4008192;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way, and RPL’s denials and affirmative defenses will be set forth in an Answer to be filed in the Action;

WHEREAS, the Parties exchanged informal discovery and engaged in extensive arm’s length negotiations for several months, and on October 14, 2025, agreed on the essential terms of a settlement; and

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and

resolution of the Action and any and all Released Claims (including Unknown Claims as set forth in Paragraph 67), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “**Approved Claim**” means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “**Alternative Cash Payment**” means the cash payment of \$60.00 that Participating Settlement Class Members can claim as set forth in Paragraph 44(b). The Alternative Cash Payment is made to Participating Settlement Class Members in lieu of Claims for Losses. Claims for Credit Monitoring Services may be made in addition to claims for an Alternative Cash Payment.

3. “**Claim Form**” means the form(s) Participating Settlement Class Members must submit to be eligible for Losses Reimbursement, Credit Monitoring Services, or the Alternative Cash Payments claim under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct.

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

5. “**Claims Period**” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. “**Claims Review Process**” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 47.

7. “**Court**” means the Court of Common Pleas, Fifth Judicial Circuit, County of Richland, South Carolina.

8. “**Credit Monitoring Services**” means the credit monitoring services described in Paragraph 43, which includes two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features. Claims for Credit Monitoring Services may be made in addition to a claim for either the Alternative Cash Payment or Losses.

9. “**Data Security Incident**” means the cybersecurity incident that Defendant experienced in August 2024, in which unauthorized third parties had accessed its network and certain files and folders.

10. “**Defendant’s Counsel**” means Andrew Chase of Constangy, Brooks, Smith & Prophete, LLP.

11. “**Effective Date**” means ten business days after all of the following conditions have occurred: (i) the Court enters the Preliminary Approval Order substantially in the form attached hereto as **Exhibit D**; (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 expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment; 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.

12. “**Fee Award and Costs**” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.

13. “**Final Approval Hearing**” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and to enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving a Service Awards to the Class Representative(s).

14. “**Final Approval Order and Judgment**” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the South Carolina Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

15. “**Litigation Costs and Expenses**” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

16. “**Losses**” means unreimbursed, third-party documented expenses and fees actually incurred and spent between August 11, 2024, and the Claims Period Deadline, as a result of the Data Security Incident or mitigating the effects of the Data Security Incident, including without limitations and by way of example, (1) actual, documented and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse, supported by third-party documentation that was more likely than not caused by the Data Security Incident; as well as (2) other out-of-pocket expenses incurred, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident (and as set forth in Paragraph 44(a). Expenses or fees that were previously reimbursed to the Settlement Class Member from another source, such as a bank or other financial institution, do not constitute Losses as defined herein. The maximum

amount any one Settlement Class Member may recover for Losses is \$2,500.00, made under penalty of perjury. Claims for Lost Time are included in the \$2,500 cap for Losses. Claims for credit monitoring may be made in addition to claims for unreimbursed Losses.

17. **“Lost Time”** means time Settlement Class Members actually spent responding to issues raised by the Data Security Incident, including monitoring financial or other accounts, researching the Data Security Incident, researching credit monitoring options, communicating with financial or other institutions, or otherwise dealing with issues related to the Security Incident, up to a maximum of three (3) hours at \$30.00 per hour, supported by an attestation that the activities were related to the Data Security Incident and identifying how the time was spent, made under penalty of perjury, as set forth in Paragraph 44(a).

18. **“Notice”** means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** (“Short Form Notice”) and **Exhibit B** (“Long Form Notice”)

19. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

20. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Short Form Notice, Long Form Notice, Settlement Website, and the Settlement Class telephone line.

21. **“Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement and the Notice Program, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

22. **“Objection Deadline”** is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

23. **“Opt Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

24. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

25. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 56.

26. “**Personal Information**” means any information that can be used to identify an individual, and includes, but is not limited to, first name or first initial and last name, and Social Security number. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

27. “**Preliminary Approval Order**” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the local civil rules of South Carolina, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for the Notice Program, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form attached hereto as **Exhibit D**.

28. “**Released Claims**” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, expenses, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims as set forth in Paragraph 67), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Security Incident, the operative facts alleged, or which could have been alleged, in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

29. “**Released Parties**” means Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former members, directors, trustees, officers, employees, clients, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

30. “**Releasing Parties**” and a “**Releasing Party**” shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representative and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

31. “**Request for Exclusion**” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 56.

32. “**Service Award Payment**” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of his role in this Action as set forth in Paragraph 70.

33. “**Settlement**” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

34. “**Settlement Administrator**” means Simpluris, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant’s Counsel, to administer the settlement.

35. “**Settlement Class**” means 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. Excluded from the Settlement Class are (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. Defendant represents that Defendant sent notification letters to a total of 7,409 individuals related to the Data Security Incident.

36. “**Settlement Class Counsel**” means Raina C. Borrelli of Strauss Borrelli PLLC and Paul Doolittle of Anastopoulos Law Firm.

37. “**Settlement Class List**” means the list of the names and current or last known email and/or mailing address information for Settlement Class Members Defendant used to inform individuals of the Data Security Incident, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

38. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

39. “**Settlement Class Representative**” means Jason Warren.

40. “**Settlement Payment**” or “**Settlement Check**” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraphs 47-48.

41. “**Settlement Website**” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 54.

42. “**Short Form Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit A** that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

43. **Credit Monitoring Services.** Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include two (2) years of one-bureau credit monitoring and \$1 million in identity theft protection insurance, among other features.

44. **Cash Benefits.** Defendant will pay Approved Claims for Losses and Lost Time, not to exceed \$2,500 per claimant, or, in the alternative, an Alternative Cash Payment, as described below. Participating Settlement Class Members who submit a valid and timely Claim Form may choose between the applicable claim categories, (a) and (b) below, in the alternative, and may also make a claim for Credit Monitoring.

- a. **Claims for Losses and/or Lost Time** up to a total of \$2,500.00 per Participating Settlement Class Member upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Making a claim for Losses and/or Lost Time does not preclude Participating Settlement Class Members from enrolling in Credit Monitoring Services, but does preclude the Participating Settlement Class Member from making a claim for the Alternative Cash Payment. Claims for Losses and Lost Time would include, without limitation and by way of example:
 - i. *Unreimbursed out of pocket expenses actually incurred* as a result of the Data Security Incident, including, without limitation, and by way of example, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Security Incident; 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 mailing of the notice of Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
 - ii. *Actual, documented, and unreimbursed monetary loss stemming from fraud, identity theft, or misuse* incurred after August 11, 2024 and before the Claims Period Deadline; that was more likely than not caused by the Data Security Incident; and where the Participating Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
 - iii. *Claims for reimbursement for lost time* up to 3 hours at a rate of \$30.00 per hour (for a total of \$90.00) per Participating Settlement Class Member for

time actually spent responding to issues raised by the Data Security Incident. Participating Class Members must submit a valid Claim Form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Security Incident.

- b. **Alternative Cash Payments.** A Settlement Class Member may submit a claim for an Alternative Cash Payment if they do not submit a Claim for Losses or Lost Time. Each member of the Settlement Class may claim an Alternative Cash Payment of \$60.00 in lieu of claims for Losses and Lost Time. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Losses and/or Lost Time. To make a claim for an Alternate Cash Payment, Settlement Class Members must submit a valid Claim Form which includes their residence, but no documentation is required to make a claim. Additionally, making a claim for an Alternative Cash Payment does not preclude Participating Settlement Class Members from enrolling in Credit Monitoring Services.

45. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel and, if requested, to the Court for *in camera* review, describing its information security improvements since the Data Security Incident and an estimate of the cost of those improvements. The cost of such enhancements were paid or will be paid by Defendant separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

46. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

47. **Claims Review Process.** The Settlement Administrator shall have the discretion and authority (subject to consultation with counsel, as described herein) to determine whether and to what extent claims for Losses, Lost Time, Alternative Cash Payments, or Credit Monitoring Services are valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

- c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 44a. above.
- d. The Settlement Administrator will determine to what extent documentation for Losses reflects Losses actually and reasonably incurred and that were more likely than not caused by the Data Security Incident.
- e. The Settlement Administrator will confirm claims for Lost Time are verified and include the information described in Paragraph 44a.iii. above.
- f. In determining whether claimed Losses are more likely than not caused by the Security Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after August 11, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member involved the types of information for that individual that may have been affected in the Security Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Security Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- g. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- h. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- i. To the extent the Settlement Administrator determines that a timely claim for Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- j. If a Participating Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Participating Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation

regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

48. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Losses, Lost Time, Credit Monitoring Services, or the Alternative Cash Payment for Participating Settlement Class Members, and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Losses and/or Lost Time, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Losses, Lost Time, or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 48.a.
- c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

49. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

50. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone the Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

51. Voided Checks. In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later

than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

52. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

53. **Form of Notice.** Notice shall be disseminated via postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. Settlement Class Counsel and Defendant's Counsel shall be provided with a reasonable period of time to review and propose changes to any Notices. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

54. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

55. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 43-45.

V. OPT-OUTS AND OBJECTIONS

56. **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 Notice also 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.

- a. 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.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who opt out in accordance with this Paragraph shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 56 above shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

57. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys’ fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written 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. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. 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, 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 Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

58. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and the Notice Program as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims and Claim Forms submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members, after the Effective Date, who submitted valid claims for Credit Monitoring Services;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order and this Agreement; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

59. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

60. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

61. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide

Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

62. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute between the Parties 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 Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

VIII. MODIFICATION AND TERMINATION

63. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded 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 or Defendant under this Agreement.

64. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

65. **Effect of Termination.** In the event of a termination as provided in Paragraph 64, this Agreement shall be considered null and void, all of the Parties' obligations under the 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 Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IX. RELEASES

66. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and

unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

67. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties 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. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, any Unknown Claims against the Released Parties.

The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

68. **Waiver of Rights Related to Unknown Claims.** Each Releasing Party 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.

69. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and other Participating Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

70. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition for his contributions to this Action. Defendant agrees not to oppose Settlement Class Counsel’s request for a Service Award Payment not to exceed **Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00)**. To the extent Class Counsel seeks a Service Award Payment of more than \$2,500.00 for the Settlement Class Representative, Defendant reserves all rights to object and oppose such a request. Prior to the disbursement or payment of the Service Award Payment, Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel’s provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class

Counsel will then distribute the Service Award Payment. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Service Award Payment. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to make any a Service Award Payment. The amount of the Service Award Payment was negotiated after the primary terms of the Settlement were negotiated.

71. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of any Service Award Payment approved and awarded by the Court, or any appeal thereof. The amount and timing of any Service Award Payment is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award Payment shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

72. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking approval from the Court for payment of Fee Award and Costs, as well as the Service Award Payment, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs not to exceed a total of **One Hundred and Sixty Five Thousand Dollars and Zero Cents (\$165,000)** for attorney's fees, costs, and expenses. If Settlement Class Counsel seeks a Fee Award and Costs of more than \$165,000.00 as allocated above, Defendant reserves all rights to object and oppose such request. Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

73. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court, or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness,

reasonableness, and adequacy of the Settlement. No decision by the Court, or modification, reversal, or appeal of any decision by the Court concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

74. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims, and Defendant specifically denies the claims made by Plaintiff and the Settlement Class in the Action. No action taken by the Parties, either previously or in connection with the negotiations or proceedings connected with this Agreement, shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

75. **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 Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; 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 or the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

76. **Representations of Settlement Class Counsel.** To the fullest extent permissible under applicable law, Settlement Class Counsel represent and warrant, on behalf of themselves, their law firms, and all other lawyers co-advising on this matter, that they shall not draft, create, send, or publish any communication (including on any website or social media platform) for the purpose of marketing, advertising, or solicitation in which Settlement Class Counsel identifies Riley, Pope & Laney, LLC or the Action. This provision shall not prohibit Settlement Class Counsel from disclosing the Action in any subsequent proceeding in which Settlement Class Counsel is required to identify prior matters in which they have served as counsel or class counsel. This provision is intended to comply with applicable Rules of Professional Conduct and is not intended to, nor shall it be construed to, restrict any attorneys from practicing law.

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

78. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval, or without such approval, where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by

subsequent agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

79. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

80. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

81. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

82. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Settlement Class Representative and Defendant.

83. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

84. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

86. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

87. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

88. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

89. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of South Carolina, without regard to choice of law principles.

90. **Counterparts.** This 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, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

91. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email 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

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

Andrew Chase
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
1650 Market Street, Suite 3600
Philadelphia, Pennsylvania 19103
achase@constangy.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

92. **Authority.** The Parties represent and warrant that the person executing this Agreement is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Jason Warren

By: Jason L Warren

Date: 04 / 15 / 2026

Riley, Pope & Laney LLC

By: _____

Date: _____

Title: _____

91. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email 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

DocuSigned by:
4/7/2026
00BCFCB11B

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

Andrew Chase
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
1650 Market Street, Suite 3600
Philadelphia, Pennsylvania 19103
achase@constangy.com

Roy Laney

The notice recipients and addresses designated above may be changed by written notice to the other Party.

92. **Authority.** The Parties represent and warrant that the person executing this Agreement is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

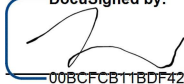
SIGNATURES

Jason Warren

By: _____

Date: _____

Riley, Pope & Laney LLC

By:  _____
DocuSigned by:
00BCFCB11BDF427...

Date: 4/7/2026 _____

Title: Member

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: *Raina Borrelli*
Raina C. Borrelli

Date: 04 / 15 / 2026

Counsel for Defendant

By: _____
Andrew Chase

Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____
Raina C. Borrelli

Date: _____

Counsel for Defendant

By: _____
Andrew Chase

Date: 04/08/2026

— EXHIBIT A —

RPL Data Security Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Jason Warren v. Riley, Pope & Laney, LLC
Case No. 2025CP4008192

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE AUGUST 2024
RILEY, POPE & LANEY, LLC,
DATA SECURITY INCIDENT, A PROPOSED
CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS AND ENTITLE YOU TO
BENEFITS AND A CASH PAYMENT.**

*A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.*

First-Class
Mail
US Postage
Paid
Permit # _____

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»



This notice is only a summary. Visit
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
or scan this QR code for
complete information.



Why am I receiving this notice? A Settlement has been reached with Riley, Pope & Laney, LLC ("RPL") in a class action lawsuit ("Settlement"). The case is about the August 2024 cyberattack on RPL's computers (the "Data Security Incident"). Files containing private information were accessed. RPL denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class 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."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim two years of **Credit Monitoring Services** by a credit bureau and one or more of **cash payment** options.

If you have documented losses you can get back up to **\$2,500**. If you spent time fixing problems caused by this incident, you can get back **\$30/hour** for up to three hours (up to **\$90**). *Instead of any other cash payment option*, you can get a one-time **\$60** payment.

Full details and instructions are available online.



[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

SIMID: [SIMID] CaseID: [CaseID]

How do I receive a benefit?

File all of your claims online. For a full paper Claim Form call **XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue RPL for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$165,000, and \$2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jason Warren v. Riley, Pope & Laney, LLC
Case No. 2025CP4008192
Circuit Court of Richland County, South Carolina

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE AUGUST 2024 RILEY, POPE & LANEY, LLC, DATA SECURITY INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Riley, Pope & Laney, LLC (“RPL” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on RPL's computer systems that occurred in August 2024 (the “Data Security Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as first name or first initial and last name, and Social Security number.
- The lawsuit is called *Jason Warren v. Riley, Pope & Laney, LLC*, Case No. 2025CP4008192. It is pending in the Circuit Court of Richland County, South Carolina (the “Litigation”).
- RPL denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- RPL's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from RPL.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.</p>	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.</p>	<u> </u> , 2026
DO NOTHING	<p>Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- 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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION3
 WHO IS IN THE SETTLEMENT4
 THE SETTLEMENT BENEFITS4
 SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS6
 THE LAWYERS REPRESENTING YOU6
 EXCLUDING YOURSELF FROM THE SETTLEMENT7
 COMMENTING ON OR OBJECTING TO THE SETTLEMENT7
 THE COURT’S FINAL APPROVAL HEARING8
 IF I DO NOTHING9
 GETTING MORE INFORMATION9

Basic Information

1. Why was this Notice issued?

The Circuit Court of Richland County, South Carolina, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Jason Warren v. Riley, Pope & Laney, LLC*, Case No. 2025CP4008192. It is pending in the Circuit Court of Richland County, South Carolina. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Riley, Pope & Laney, LLC, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the August 2024 targeted cyberattack on RPL's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as first name or first initial and last name, and Social Security number.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Jason Warren. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiff and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “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.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) RPL and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge’s family and staff; and (4) anyone who perpetrated the Data Security Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: RPL Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members may claim **Credit Monitoring Services** and one or more **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of Credit Monitoring by a credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Claims for Losses. If you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$2,500.00**. The losses must have occurred between August 11, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Security Incident may claim up to three hours, at \$30.00 per hour, for a maximum of **\$90.00**.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident

You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any other cash benefit*, you may claim a one-time cash payment. This payment is expected to be **\$60.00**.

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: RPL Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against RPL about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

RPL Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina C. Borrelli of Strauss Borrelli PLLC and Paul Doolittle of Anastopoulos Law Firm, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$165,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by RPL.

Class Counsel will also ask for a Service Award Payment of \$2,500.00 for the Class Representative. The Service Award Payment will also be paid by RPL.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue RPL on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Jason Warren v. Riley, Pope & Laney, LLC*, Case No. 2025CP4008192, pending in the Circuit Court of Richland County, South Carolina;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

RPL Data Security Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Jason Warren v. Riley, Pope & Laney, LLC*, Case No. 2025CP4008192, pending in the Circuit Court of Richland County, South Carolina;
- (2) your full name, mailing address, telephone number, and email address;

- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) information that proves that you are a Class Member (such as a notice you have received);
- (7) your signature (or, if you have hired your own lawyer, your lawyer’s signature).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	RPL Data Security Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court’s Final Approval Hearing

18. When is the Court’s Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time] Eastern Time**, in Room **[Court Room]** of the Circuit Court of Richland County, South Carolina, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award a Service Award Payment to the Class Representative. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: RPL Data Security Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [\[Court Address\]](#).

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT C —

CLAIM FORM AND RELEASE

CIRCUIT COURT OF RICHLAND COUNTY, SOUTH CAROLINA

Jason Warren v. Riley, Pope & Laney, LLC

Case No. 2025CP4008192

RPL Data Security Incident Settlement

P.O. Box [PO Box Number]

Santa Ana, CA 92799

XXX-XXX-XXXX

info@[SettlementWebsite].com

www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "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."

Excluded from the Settlement Class are: (1) RPL and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; (3) the Judge in this case, and the Judge's family and staff; and (4) anyone who perpetrated the Data Security Incident.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
RPL Data Security Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members may claim **Credit Monitoring Services** and one or more **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING SERVICES. All Class Members are eligible to enroll in two years of Credit Monitoring by a credit bureau. This benefit comes with \$1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Claims for Losses. If you incurred actual, documented out-of-pocket losses due to the Data Security Incident, you can get back up to **\$2,500.00**. The losses must have occurred between August 11, 2024, and [**Claims Deadline**].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

Lost Time. Class Members who spent time responding to the Data Security Incident may claim up to three hours, at \$30.00 per hour, for a maximum of **\$90.00**.

You must have spent the time on tasks related to the Data Security Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Security Incident



You must briefly describe how you spent this time.

Alternative Cash Payment. *Instead of any other cash benefit, you may claim a one-time cash payment. This payment is expected to be \$60.00.*

You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)
By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
By toll-free call: XXX-XXX-XXXX
By mail: Claims Administrator
RPL Data Security Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

 **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) 

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

 **Claims must be received by [Claims Deadline].** 

If you contact information changes after you submit your claim, notify the Claims Administrator.

— EXHIBIT D —

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

**[PROPOSED] 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 Agreement¹ 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

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

J. Doolittle of Poulin Willey Anastopoulo, LLC as Class Counsel; (v) approving the method and 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. As set forth in the Notice, in order to request exclusion, a Settlement Class member must email or mail a written request to the following address:

[insert name and address of settlement administrator here]

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 [REDACTED] at [REDACTED], 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

<u>Preliminary Approval Order</u>	
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
<u>Grant of Final Approval</u>	
Plaintiffs file Motion for Final Approval	At least 75 days after Notice Deadline
Final Approval Hearing	At least 135 days after Notice Deadline
<u>Final Approval Order</u>	
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.

JUDGE

— EXHIBIT E —

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

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, the Court, having considered the Settlement Agreement filed on [REDACTED] (the “Settlement”) between Plaintiff Jason Warren (“Plaintiff” or “Settlement Class Representative”), individually and on behalf of the Settlement Class (defined below) and Riley Pope & Laney (“Defendant” or “RPL”) (collectively, “the Parties”), having considered the Court’s Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), having held a Final Approval Hearing on [REDACTED], having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff’s Motion for Final Approval of Class Action Settlement Agreement and Award of Attorneys’ Fees, Costs, and Expenses, and Class Representatives Service Awards is **GRANTED**.

2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over Plaintiff, the Settlement Class Members, and Defendants for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

I. CERTIFICATION OF THE SETTLEMENT CLASS

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies, for settlement purposes only, the following Nationwide Class (the “Settlement Class”) for settlement purposes only:

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.

5. Excluded from the Settlement Class are: (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.

6. As of the Opt-Out deadline, no potential Settlement Class Members have requested to be excluded from the Settlement.

7. No objections were filed by Settlement Class Members.

8. For settlement purposes only, Court confirms that certification of the Settlement Class is appropriate under Rule 23 of the South Carolina Rules of Civil Procedure because: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to the Settlement Class; (3) the claims of the Class Representative are typical of the claims of the Settlement Class; (4) the Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (5) the amount in controversy exceeds one hundred dollars for each member of the Settlement Class as required by Rule 23(a).

II. NOTICE TO THE SETTLEMENT CLASS

9. The Court finds that Notice has been given to the Settlement Class in a straightforward and accessible manner, and as directed by the Court in the Preliminary Approval Order. The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements Rule 23 of the South Carolina Rules of Civil Procedure, applicable law, and the Due Process Clauses of the U.S. Constitution and South Carolina Constitution.

III. FINAL APPROVAL OF THE SETTLEMENT

10. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendants.

11. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

12. The Court finds that Plaintiff and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

13. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

IV. DISMISSAL OF CLAIMS AND RELEASE

14. The Action is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

15. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, each of the Settlement Class Representatives and Participating Settlement Class Members, and any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf (“Releasing Parties”), shall be deemed to have fully, finally, and forever released, release, acquit, and forever discharge Defendant and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, Trustees, and the present and former members, directors, trustees, officers, employees, clients, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors, and related or

affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and these entities' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns ("Released Parties") from any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, expenses, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Security Incident, the operative facts alleged, or which could have been alleged, in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFF'S SERVICE AWARD

16. The Court awards attorneys' fees, litigation costs and expenses of \$165,000.00 and payment of a service award in the amount of \$2,500.00 to the Settlement Class Representative. The Court directs the Settlement Administrator to pay such amounts in accordance with the terms of the Settlement. Settlement Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiff's counsel of record in the Action.

VI. OTHER PROVISIONS

17. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the settling Parties and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

18. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants.

19. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement, this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement shall be treated as vacated, *nunc pro tunc*. 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.

IT IS SO ORDERED.

Dated