

This Settlement Agreement, dated as of the Effective Date, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiff Wendy Sosebee (“Representative Plaintiff”), individually and on behalf of the Settlement Class (defined below), by and through Poulin Willey Anastopoulo, LLC, Milberg Coleman Bryson Phillips Grossman, PLLC, and Chestnut Cambronne PA, Mason LLP, (“Class Counsel”), on the one hand; and (ii) Defendant Evening Post Publishing, Inc.. (“EPP” or “Defendant”), by and through its counsel of record, Constangy, Brooks, Smith & Prophete, LLP (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

## RECITALS

WHEREAS, on or about March 20, 2024, Defendant became aware of suspicious activity on its computer network, impacting approximately 22,632 individuals. The impacted files may include, but are not limited to, names, passport numbers, social security numbers, financial account information, credit card information, and driver’s license numbers (personally identifiable information or “PII”).

WHEREAS, after EPP learned of the Data Incident (defined below), it notified the affected individuals that their Personal Information (defined below) may have been impacted by the Data Incident.

WHEREAS, after EPP sent its notice, Plaintiff filed her lawsuit in the United States District Court for the District of South Carolina against EPP concerning the Data Incident: *Sosebee v. Evening Post Publishing, Inc.*, Case No. 2:24-cv-04578-BHH (the “Action”).

WHEREAS, Plaintiff subsequently dismissed her action in federal court, and re-filed her complaint in the Ninth Judicial District of the Court of Common Pleas of the County of Charleston, South Carolina.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, on April 29, 2025, the Settling Parties engaged in an arm’s-length, remote, full-day mediation session under the direction of Jill R. Sperber, Esq., and reached an agreement in principle to resolve the Action, as outlined herein.

WHEREAS, EPP provided Class Counsel with certain additional factual information to aid in the mediation and agreed to provide further confirmatory information as required to confirm the scope of the class.

WHEREAS, EPP denies any wrongdoing whatsoever, and this Agreement shall in no event

be construed or deemed to be evidence of or an admission or concession on the part of EPP with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that EPP has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against EPP relating to the Data Incident, by and on behalf of Plaintiff and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against EPP relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and EPP that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

## **1. Definitions**

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

1.1 "Agreement" or "Settlement Agreement" means this agreement.

1.2 "Claims Administration" means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).

1.3 "Claims Administrator" means Simpluris, Inc. a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 "Claims Deadline" means the postmark or online submission deadline for Valid Claims (as defined below).

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Class Counsel” means Gary M. Klinger of Millberg Coleman Bryson Phillips Grossman LLC, Philip J. Krzeski of Chestnut Cambronne PA, and Paul J. Doolittle of Poulin Willey Anastopoulo, LLC.

1.7 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.8 “Court” means the Ninth Judicial District of the Court of Common Pleas of the County of Charleston, South Carolina.

1.9 “Data Incident” means the unauthorized access of certain EPP computer systems on or about March 13, 2024, through March 20, 2024, which gave rise to the Action.

1.10 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review, or the time for further appeal of any appellate ruling has expired. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

1.11 “Judgment” means a judgment rendered by the Court.

1.12 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

1.13 “Notice Date” means 30 days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and complete the initial mailing of Notice.

1.14 “Objection Date” means 60 days after the Notice Date and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means 60 days after the Notice Date and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “Personal Information” includes, but is not limited to, names, passport numbers, social security numbers, financial account information, credit card information, and driver’s license numbers.

1.18 “Plaintiff” or “Class Representative” or “Representative Plaintiff” means Wendy Sosebee.

1.19 “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.20 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of state consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released claims shall not include any claims for medical malpractice that Plaintiff and Settlement Class Members have, or may have in the future, against EPP.

1.21 “Released Parties” means EPP and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, and owners,

and all of their attorneys, heirs, executors, administrators, insurers, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Litigation.

1.22 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 “Settlement Class” means all persons residing in the United States whose PII was compromised during the Data Incident that is the subject of the Notice of Data Incident published by Defendant on or about August 8, 2024 and, for the sake of clarity, specifically includes current and former employees, and any other individuals, who received Notice of Data Breach published by Defendant on or about August 21, 2024. The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the presiding judge, and his or her staff and family; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.24 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.25 “Settlement Website” means the website described in ¶ 3.2.3.

1.26 “Settling Parties” means, collectively, EPP and Plaintiff, individually and on behalf of the Settlement Class.

1.27 “Short Notice” means the content of the mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit A** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing (as defined below).

1.28 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.29 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.30 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

## **2. Settlement Benefits**

2.1 Monetary Relief. Settlement Class Members may claim (a) defined relief of up to \$3,000 in Out-of-Pocket Losses, and up to \$60 in Lost Time, OR (b) a \$40 Alternative Cash Payment. Monetary Relief is subject to an aggregate cap of \$500,000.

### 2.1.1 Defined Relief

- a) Out-of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Data Incident, not to exceed \$3,000 per Settlement Class Member, that were incurred more likely than not as a result of the Data Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft such as unreimbursed bank fees; long distance phone charges; cell phone charges (only if charged by the minute); data charges (only if charged based on the amount of data used); postage; gasoline for local travel; fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; and/or any other charge or loss reasonably related to the Data Incident incurred by Class Members between March 13, 2024, and the Claims Deadline. To receive reimbursement for out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including supporting

documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the loss occurred between March 13, 2024, and the Claims Deadline.

- b) Lost Time. Class Members are also eligible to receive reimbursement for up to three hours of lost time spent dealing with the Data Incident, calculated at the rate of \$20 per hour. Class Members may receive up to three hours of lost time if the Class Member attests that any claimed lost time was spent responding to issues raised by the Data Incident. Claims for reimbursement of lost time may be combined with claims for documented out-of-pocket expenses.

2.1.2 Alternative Cash Payment. As an alternative to seeking reimbursement of out-of-pocket losses in 2.1.1, Settlement Class Members may receive a one-time cash payment of \$40.

2.1.3 Aggregate Cap on Claims for Monetary Relief. EPP's obligation to pay for reimbursement for out-of-pocket expenses, lost time, and alternative cash payments under this ¶ 2.1 will not, under any circumstance, exceed \$500,000 in the aggregate. If the total of valid claims exceeds \$500,000, each claim shall be reduced *pro rata*. Nothing in this Settlement Agreement shall be construed as requiring EPP to provide, and EPP shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. This aggregate cap shall not apply to the costs of credit monitoring in ¶ 2.2, business practice changes in ¶ 2.4, notice and claims administration, or attorneys' fees, costs, and service awards.

2.2 Credit Monitoring and Identity Theft Protection. In addition to, and regardless of whether they submit a claim for, the monetary benefits described in ¶ 2.1, Settlement Class Members may claim two (2) years of one-bureau credit monitoring and identity theft protection services. The identity theft monitoring will include identity theft insurance of at least \$1 million.

2.3 Settlement Class Members seeking reimbursement under ¶¶ 2.1 and 2.2 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after the Notice Deadline as set forth in ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses, charges and/or losses claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.4 Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, EPP, has adopted, paid for, implemented, and will maintain the following business practices changes related to information security to safeguard personal information on its systems.

EPP estimates that it, in total, it has spent approximately \$171,000 to implement and maintain the enhanced security measures provided for herein.

## 2.5 Dispute Resolution for Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with regard to the claimant's claim, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-eight (28) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-eight (28) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-eight (28) day deadline in which to comply; however, in no event shall the deadline be extended to later than one-hundred-and-eighty (180) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claim Administrator may reject the claim without any further action. If the claim is rejected in whole or in part, for other reasons, then the claim shall be referred to the claims referee.

2.5.4 If any dispute is submitted to the claims referee, the claims referee may approve

the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.6 Settlement Expenses. EPP will pay the following costs outside of the aggregate cap identified in ¶ 2.1.3: the costs of credit monitoring and identity theft protection described in ¶ 2.2; the costs of business practice changes described in ¶ 2.4; the costs of dispute resolution described in ¶ 2.5; and attorneys' fees and costs as well as service awards described in the subsections of ¶ 3.6; and the costs of claims administration described under ¶ 3.3.

2.7 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

### 3. **Preliminary Approval and Notice of Fairness Hearing**

3.1. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Proposed Co-Lead Counsel and counsel for EPP shall jointly submit this Settlement Agreement to the Court, and Proposed Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.7;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Gary M. Klinger of Millberg, PLLC, Philip J. Krzeski of Chestnut Cambronne PA, and Paul J. Doolittle of Poulin Willey Anastopoulos, LLC as Class Counsel;

- d) appointment of Plaintiff Wendy Sosebee as Class Representative;
- e) approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**, attached hereto; and
- h) appointment of Simpluris, Inc. as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

3.2 Notice. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of South Carolina state law and constitutional due process requirements.

3.2.1 The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail by mailing the short notice in the form of a postcard to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address ("NCOA") Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard.

3.2.2 The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the claims period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. The website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for

final approval.

- 3.2.3 A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries.
- 3.2.4 The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- 3.2.5 Before the Final Fairness Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not inconsistent with such approval.

3.3 EPP shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Class Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by EPP as set forth in ¶ 3.6 below.

3.4 Class Counsel and EPP's counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

### **3.3 Opt-Out Procedures**

3.3.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Date.

3.3.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 3.3.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 3.3.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

3.3.3 In the event that within 10 days after the Opt-Out Date, there have been requests for exclusions totaling more than 100 individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

### **3.4 Objection Procedures**

3.4.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall

submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator at the address provided in the Notice no later than sixty (60) days from the Notice Deadline.

3.4.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 3.4 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 3.4.

### **3.5 Releases**

3.5.1 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

3.5.2 Upon the Effective Date, EPP shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Settlement Class Members and Class Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses EPP may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

3.5.3 Notwithstanding any term herein, neither EPP nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiff, each and all of the Settlement Class Members and Class Counsel.

### **3.6 Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs**

3.6.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶¶ 3.6 until after the substantive terms of the settlement had been agreed upon, other than that EPP would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. EPP and Class Counsel then negotiated and agreed to the provision described in ¶ 3.6.2.

3.6.2 Class Counsel may petition the court for attorneys' fees, inclusive of any costs and expenses of the Litigation, in an amount not to exceed \$225,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among them.

3.6.3 Subject to Court approval, EPP has agreed not to object to a request for a service award in the amount of \$2,500 to named Plaintiff.

3.6.4 If awarded by the Court, EPP shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator, as set forth above in ¶¶ 3.6.2 and 3.6.3 within fourteen (14) days after the Effective Date. The Claims Administrator shall thereafter distribute the award of attorneys' fees, costs, and expenses among Class Counsel and the service award to Plaintiff consistent with ¶¶ 3.6.2 and 3.6.3. The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap in ¶ 2.1.3.

3.6.5 Any award of attorneys' fees, costs, and expenses, and any service award to Plaintiff, is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

### **3.7 Administration of Claims**

3.7.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 2. Class Counsel and EPP shall be given reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration issues. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by EPP shall be deemed a Valid Claim.

3.7.2 Payment for Valid Claims shall be issued, via check or electronically, within sixty

(60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

3.7.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

3.7.4 No Person shall have any claim against the Claims Administrator, claims referee, EPP, Released Parties, Class Counsel, Plaintiff, Plaintiff's Counsel, and/or EPP's counsel based on distributions of benefits to Settlement Class Members.

3.7.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and counsel for EPP.

### **3.8 Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

3.8.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1;
- b) EPP has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 3.3.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein;
- d) the Judgment has become Final, as defined in ¶ 1.10; and

3.8.2 If all conditions specified in ¶ 3.8.1(a)-(d) hereof are not capable of being satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and counsel for EPP mutually agree in writing to proceed with the Settlement Agreement.

3.8.3 If the conditions in Paragraph 3.8.1 do not occur, EPP, in its sole discretion, shall have the right to terminate this Class Settlement Agreement by notifying Class Counsel and the Court in writing that it has elected to void this Settlement Agreement. If EPP voids the Settlement Agreement pursuant to this paragraph, EPP shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards, and shall not, at any time, seek recovery of such expenses from any other party to the Litigation or from counsel to any other party to the Action.

3.8.4 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall

furnish to Class Counsel and to EPP's counsel a complete list of all timely and valid requests for exclusion ("Opt-Out List").

3.8.5 In the event that the Settlement Agreement or the releases set forth in Paragraph 3.5 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement 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 Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, EPP shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Action.

### **3.9 Miscellaneous**

3.9.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

3.9.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth in the Settlement Agreement.

3.9.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may

file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3.9.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

3.9.5 This Agreement contains the entire understanding between EPP and Plaintiff regarding the payment of the Settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between EPP and Plaintiff. As provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between EPP and Plaintiff. Any agreements reached between EPP, Plaintiff, and any third party, are expressly excluded from this provision.

3.9.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

3.9.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

3.9.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

3.9.9 The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

3.9.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

3.9.11 All dollar amounts are in United States dollars (USD).

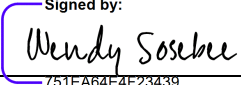
3.9.12 All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and EPP shall have no obligation to make payments to the Settlement Class Member for monetary relief.

The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

3.9.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

*[Remainder of page intentionally left blank; Signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

/s/  Signed by:  
751EA64E4F23439...

Wendy Sosebeee

Plaintiff

/s/ \_\_\_\_\_

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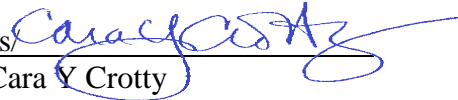
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/s/  Signed by:  
1EAF399702E5415...

Evening Post Publishing

Defendant

By: Brent Dillion, CFO

/s/    
Cara Crotty  
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*Attorneys for Defendant*

*Co-Lead Counsel for Plaintiffs*

# Exhibit A

E Docusign Envelope ID: 72258012-0003-467A-A0D8-A6DD06B5B05B

c/o Settlement Administrator

P.O. Box \_\_\_\_\_

Santa Ana, CA 92799-9958

***Sosebee v. Evening Post Publishing, Inc.,***

Case No. 2025CP1005132

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE MARCH 2024  
EVENING POST PUBLISHING INC., DATA  
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.*

**THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.**



First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

A Settlement has been reached with Evening Post Publishing Inc. ("EPP") in a class action lawsuit ("Settlement"). The case is about the March 2024 cyberattack on EPP's computers (the "Data Incident"). Files containing private information were accessed. EPP 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.

up to **\$3,000**.

Additionally, you spent time fixing problems caused by this incident, you can get back \$20/hour for up to three hours (up to **\$60**).

**Option B:** *instead of either cash payment from Option A*, you can get a one-time **\$40** payment.

Full details and instructions are available online.

### Who is included in the Settlement?

The Court has defined the class as: "All persons residing in the United States whose PII was compromised during the Data Incident that is the subject of the Notice of Data Incident published by Defendant on or about August 8, 2024 and, for the sake of clarity, specifically includes current and former employees, and any other individuals, who received Notice of Data Breach published by Defendant on or about August 21, 2024."

### How do I receive a benefit?

File your claims online. For a full paper Claim Form call **1-XXX-XXX-XXXX**. Claims must be submitted online or postmarked by **[Claims Deadline]**.

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class. Class Counsel are Gary M. Klinger of Milberg, PLLC Philip J. Krzeski of Chestnut Cambronne PA, and Paul Doolittle of Poulin, Willey, Anastopoulos LLC

### 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 EPP 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.

### What are the Settlement benefits?

You can claim two years of **Credit Monitoring and Identity Theft Protection** by a credit bureau and one of two **Cash Payment** options.

### 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 \$225,000, and \$2,500 for the Plaintiff. You may attend the hearing at your own cost, but you do not have to.

# Exhibit B

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Sosebee v. Evening Post*  
Case No. 2025CP1005132  
Court of Common Pleas of Charleston County, South Carolina

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MARCH 2024 EVENING POST PUBLISHING DATA 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 Evening Post Publishing, Inc. (“EPP” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on EPP’s computer systems that occurred in March 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; passport numbers; social security numbers, financial account information; credit card information; and driver’s license numbers.
- The lawsuit is called *Sosebee v. Evening Post*, Case No. 2025CP1005132. It is pending in the Court of Common Pleas of Charleston County, South Carolina (the “Litigation”).
- EPP 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.
- EPP’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 EPP.
- 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
<b>SUBMIT A CLAIM</b>	<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 <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. 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> , 2025
<b>OPT OUT OF THE SETTLEMENT</b>	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.	<u>          </u> , 2025
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	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.	<u>          </u> , 2025
<b>DO NOTHING</b>	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.	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 INFORMATION ..... 3  
 WHO IS IN THE SETTLEMENT ..... 4  
 THE SETTLEMENT BENEFITS..... 4  
 SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS ..... 6  
 THE LAWYERS REPRESENTING YOU ..... 6  
 EXCLUDING YOURSELF FROM THE SETTLEMENT ..... 7  
 COMMENTING ON OR OBJECTING TO THE SETTLEMENT..... 8  
 THE COURT’S FINAL APPROVAL HEARING ..... 9  
 IF I DO NOTHING ..... 9  
 GETTING MORE INFORMATION ..... 9

### Basic Information

#### 1. Why was this Notice issued?

The Court of Common Pleas of Charleston 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 *Sosebee v. Evening Post*, Case No. 2025CP1005132. It is pending in the Court of Common Pleas of Charleston County, South Carolina. The person that filed this lawsuit is called the “Plaintiff” (or “Class Representative”) and the company they sued, Evening Post Publishing, Inc., is called the “Defendant.”

#### 2. What is this lawsuit about?

This lawsuit alleges that during the March 2024 targeted cyberattack on EPP's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; passport numbers; social security numbers, financial account information; credit card information; and driver’s license numbers.

#### 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 Wendy Sosebee. 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 persons residing in the United States whose PII was compromised during the Data Incident that is the subject of the Notice of Data Incident published by Defendant on or about August 8, 2024 and, for the sake of clarity, specifically includes current and former employees, and any other individuals, who received Notice of Data Breach published by Defendant on or about August 21, 2024.” In this sentence, PII means Personally Identifiable Information.

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) anyone who validly excludes themselves from the Settlement; (2) the Judge in this case, and the Judge’s family and staff; and (3) anyone who perpetrated the Data 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: EPP Data 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?

EPP has agreed to pay for a number of different benefits. All Class Members may claim **Credit Monitoring and Identity Theft Protection** services and one of two **cash payment** options:

**OPTION A:** Select one or both of the following payments:

- Reimbursement for documented Out-of-Pocket Losses
- Reimbursement for Lost Time up to \$60 ( 3 hours at \$20 per hour)

OR

**OPTION B:** Alternative Cash Payment

- Receive a one-time \$40.00 cash payment

There is an aggregate cap of \$500,000 on these payment options. This means that if the total value of payments claimed is over \$500,000, everyone’s payments will be reduced pro rata so that they add up to \$500,000.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**CREDIT MONITORING AND IDENTITY THEFT PROTECTION.** All Class Members are eligible to enroll in two years CyEx Financial Shield Complete. 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 PAYMENTS.** You may claim payments from *either* Option A or Option B.

#### Option A

**Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between March 13, 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 Incident may claim up to three hours, at \$20.00 per hour, for a maximum of **\$60.00**.

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

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

**-OR-**

#### Option B

**Alternative Cash Payment.** Instead of the payments in Option A, you may claim a one-time **\$40.00** cash payment. 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: EPP Data 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 EPP about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section 3.5) 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:

EPP Data 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 Gary M. Klinger of Millberg Coleman Bryson Phillips Grossman LLC; Philip J. Krzeski of Chestnut Cambronne PA; and Paul J. Doolittle of Poulin Willey Anastopoulos, LLC., 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 \$225,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by EPP.

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 EPP.

## 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 EPP 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: *Sosebee v. Evening Post*, Case No. **[CASE NUMBER]**, pending in the Court of Common Pleas of Charleston 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:

EPP Data 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: *Sosebee v. Evening Post*, Case No. [CASE NUMBER], pending in the Court of Common Pleas of Charleston County, South Carolina;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) whether the objection applies only to you, or to other Class Members, as well;
- (5) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (6) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (7) whether you (or your lawyer) intend to appear at the Final Approval Hearing;
- (8) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;
- (9) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (10) your signature; if you have hired your own lawyer, also provide their signed certificate or representation.

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]	EPP Data 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 Court of Common Pleas of Charleston 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** 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**.

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

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: **1-XXX-XXX-XXXX**
- By mail: EPP Data 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

**Your claim must  
be submitted  
online or  
postmarked by:**

**[Claims Deadline]**

***Publishing, Inc.,***  
Case No. 2025CP1005132  
Court of Common Pleas of Charleston County, South Carolina

**SETTLEMENT CLAIM FORM**

**Your claim must  
be submitted  
online or  
postmarked by:**

**[Claims Deadline]**

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All persons residing in the United States whose PII was compromised during the Data Incident that is the subject of the Notice of Data Incident published by Defendant on or about August 8, 2024 and, for the sake of clarity, specifically includes current and former employees, and any other individuals, who received Notice of Data Breach published by Defendant on or about August 21, 2024.” In this sentence, PII means Personally Identifiable Information.

**Excluded from the Settlement Class** are: (1) anyone who validly excludes themselves from the Settlement; (2) the Judge in this case, and the Judge’s family and staff; and (3) anyone who perpetrated the Data Incident.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

**AVAILABLE BENEFITS**

EPP has agreed to pay for a number of different benefits. All Class Members may claim **Credit Monitoring and Identity Theft Protection** services and **one** of two **cash payment** options:

**OPTION A:** Select one or both of the following payments:

- Reimbursement for documented Out-of-Pocket Losses
- Reimbursement for Lost Time up to \$60 (3 hours at \$20 per hour)

**OR**

**OPTION B:** Alternative Cash Payment

- Receive a one-time \$40.00 cash payment

There is an aggregate cap of \$500,000 on these payment options. This means that if the total value of payments claimed is over \$500,000, everyone’s payments will be reduced pro rata so that they add up to \$500,000.

A full description of how this works is available in Settlement Agreement, at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

**CREDIT MONITORING AND IDENTITY THEFT PROTECTION.** All Class Members are eligible to enroll in two years CyEx Financial Shield Complete. 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

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Publishing, Inc.,**  
Case No. 2025CP1005132  
Court of Common Pleas of Charleston County, South Carolina

**SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

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

**CASH PAYMENTS.** You may claim payments from *either* Option A or Option B.

**Option A**

**Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$3,000.00**. The losses must have occurred between March 13, 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 Incident may claim up to three hours, at \$20.00 per hour, for a maximum of **\$60.00**.

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

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

**-OR-**

**Option B**

**Alternative Cash Payment.** Instead of the payments in Option A, you may claim a one-time **\$40.00** cash payment. 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: EPP Data Incident Settlement  
c/o Settlement Administrator

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

**Your claim must  
be submitted  
online or  
postmarked by:**

**[Claims Deadline]**

***Publishing, Inc.,***

Case No. 2025CP1005132

Court of Common Pleas of Charleston County, South Carolina

**SETTLEMENT CLAIM FORM**

**Your claim must  
be submitted  
online or  
postmarked by:**

**[Claims Deadline]**

**[PO Box Number]**

Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**

**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**

**You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].**

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com**

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Publishing, Inc.,
Case No. 2025CP1005132
Court of Common Pleas of Charleston County, South Carolina

SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. Please print legibly.

First Name input field

First Name

Last Name input field

Last Name

Street Address input field

Street Address

City input field

City

State input field

State

Zip Code input field

Zip Code

Email Address input field

Email Address

Phone Number input field

Phone Number

Notice ID (if known) input field

Notice ID (if known)

II. Credit Monitoring and Identity Theft Protection

- Check this box if you would like to enroll in two years of Credit Monitoring and Identity Theft Protection by a credit bureau through CyEx Financial Shield Complete.

III. OUT-OF-POCKET LOSSES

- Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$3,000.00. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION V.

Please complete the table below, describing the supporting documentation you are submitting.

Table with 2 columns: Description of Documentation Provided, Amount. Includes example row for 'Fee for credit report' with amount \$40 and a TOTAL CLAIMED row.

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit www.[SettlementWebsite].com

Your claim must be submitted online or postmarked by:

[Claims Deadline]

Publishing, Inc., Case No. 2025CP1005132 Court of Common Pleas of Charleston County, South Carolina

SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by:

[Claims Deadline]

IV. LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to three) you spent. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION V.

I spent (select only one): [ ] 1 hour (\$20.00) [ ] 2 hours (\$40.00) [ ] 3 hours (\$60.00)

V. ALTERNATIVE CASH PAYMENT

[ ] Check this box if you want to claim a one-time \$40.00 cash payment. DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III OR IV.

VI. PAYMENT SELECTION

Please select one of the following payment options, which will be used if you are claiming a cash payment.

- [ ] PayPal Email address, if different than you provided in Section 1:
[ ] Venmo Mobile number, if different than you provided in Section 1:
[ ] Zelle Email address or mobile number, if different than you provided in Section 1:
[ ] Virtual Prepaid Card Email address, if different than you provided in Section 1:
[ ] Physical Check Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

# Exhibit D



Settlement Administrator, the various forms of class relief provided under the terms of the Settlement, and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Class:

All persons residing in the United States whose PII was compromised during the Data Incident that is the subject of the Notice of Data Incident published by Defendant on or about August 8, 2024 and, for the sake of clarity, specifically includes current and former employees, and any other individuals, who received Notice of Data Breach published by Defendant on or about August 21, 2024.<sup>2</sup>

3. Based on the information provided: the Class is ascertainable; it consists of roughly 22,632 Class Members satisfying numerosity; there are common questions of law and fact including whether Defendant allegedly failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying commonality; the proposed Class Representative's claims are typical in that they are a member of the Class and allege they have been damaged by the same conduct as the other members of the Class; and the proposed Class Representative and Class Counsel fully, fairly, and adequately protect the interests of the Class.

4. The Court appoints Plaintiff Wendy Sosebee as the Class Representative.

5. The Court appoints Chestnut Cambronne PA and Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel for the Class.

6. The Court appoints Simpluris, Inc. as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court

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<sup>2</sup> "Data Incident" shall mean the cybersecurity incident against Evening Post Publishing, Inc. giving rise to the Action.

on \_\_\_\_ [date] \_\_\_\_\_, 2026 at \_\_\_\_ [time] \_\_\_\_\_ for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan 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 determine whether the requested Class Representative Service Award of \$2,500 and Class Counsel's combined attorneys' fees and expenses of up \$225,000 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Notices (including the Postcard Notice). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as presented in the exhibits to the Motion for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the requirements of S.C. R. Civ. P. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Settlement Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

**SETTLEMENT TIMELINE**

<b><u>From Order Granting Preliminary Approval</u></b>	
Defendant provides list of Class Members to the Settlement Administrator	+14 days after preliminary approval order
Long and Short Notices Posted on the Settlement Website	Upon Notice Date
Notice Date	+45 days after preliminary approval order
Notice Completion Date	+15 days after Notice Date
Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards	-14 days before the Opt-Out and Objection Deadlines
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to the Parties’ counsel	+70 days after objection/opt-out deadline
Claims Deadline	+90 days after Notice Date
<b><u>Final Approval Hearing</u></b>	
Motion for Final Approval	_____, 2026
	-14 days from the Final Approval Hearing
<b><u>From Order Granting Final Approval</u></b>	
Effective Date	+31 days, assuming no appeal has been taken.
Payment of Attorneys’ Fees and Expenses Class Representative Service Awards	+30 days after Effective Date
Payment of Claims to Class Members	+30 days of Effective Date
Settlement Website Deactivation	+90 days after Effective Date

10. In order 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 Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class 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. Additionally, all requests to opt out or object to the proposed Settlement must be received by the Settlement Administrator no later than 60 days after the Notice Date. Any request

to opt out of the Settlement should, to the extent possible, contain words or phrases such as “opt-out,” “opt out,” “exclusion,” or words or phrases to that effect indicating an intent not to participate in the settlement or be bound by this Agreement. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court, Simpluris, or Class Counsel. Class Members who seek to Opt-Out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under S.C. R. Civ. P. 23, which is modeled after Federal Rule of Civil Procedure 23(e). For an Objection to be valid, it must be filed with the Court within 60 days of the Notice Date and include each and all of the following:

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member;
- (iii) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- (iv) the identity of all lawyers (if any) representing the objector;
- (v) the identity of all of the objector’s lawyers (if any) who will appear at the Final Fairness Hearing;
- (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and
- (viii) the objector’s signature or the signature of the objector’s duly authorized lawyer or other duly authorized representative.

- (ix) In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative, his/her full name, address, and current telephone number.

Any Objection failing to include the requirements expressed above will be deemed to be invalid. Furthermore, any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection. Any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Class. The persons and entities who timely and validly request exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval Order as to Evening Post Publishing, Inc. in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiff and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Evening Post Publishing, Inc.

15. The Court reserves the right to adjourn the date of the Fairness Hearing without

further notice to the potential Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. 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 Class.

IT IS SO ORDERED.

/s/  
The Honorable Judge in the Ninth Circuit Court of Charleston County,  
South Carolina