

# **Exhibit 1**

**IN THE PENNSYLVANIA COURT OF COMMON PLEAS  
WARREN COUNTY**

ROBERT PESSIA, PETER HETTMAN,  
HEIDI TULLER, ROBERT MARRONE, and  
JEAN BERRY individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

WARREN GENERAL HOSPITAL,

Defendant.

CIVIL DIVISION

CASE NO. 501-2023

CONSOLIDATED CLASS ACTION

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement” or “Agreement”),<sup>1</sup> dated as of December 19, 2024, is entered into between Plaintiffs Robert Pessia, Peter Hettman, Heidi Tuller, Robert Marrone, and Jean Berry, on behalf of themselves and the Settlement Class, on the one hand, and Defendant Warren General Hospital, on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Background**

1. Defendant is a non-profit hospital located in Warren County, Pennsylvania. The hospital is located in the northwestern part of the Commonwealth, has 85 beds, and provides patients with a wide range of medical services, including emergency medical care, surgery, rehabilitation, and specialized treatment.

2. In the course of operating the hospital, Defendant collects, maintains, and stores personal information pertaining to its patients, including, but not limited to, their name, address,

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

date of birth, Social Security number, financial account information, payment card information, health insurance claims information, and medical information involving diagnosis, medications, lab results, and other treatment information.

3. On September 24, 2023, Defendant discovered suspicious activity on its computer network. The investigation determined a cyber criminal gained unauthorized access to the Defendant's network between September 15, 2023, and September 23, 2023, and that Private Information related to some of the Defendant's patients was exfiltrated.

4. On November 9, 2023, the Defendant filed a notice of data breach with the U.S. Department of Health and Human Services Office for Civil Rights. Thereafter, in or about November 2023, the Defendant began notifying by letter individuals who may have had their Private Information impacted in the Data Incident.

5. As a result of the Data Incident, commencing in late November 2023, the Defendant was named several putative class actions asserting claims arising out of the same Data Incident.

6. Plaintiffs in the related actions conferred, agreed to, and moved the Court on August 23, 2024, to consolidate the related actions and to appoint Class Counsel as Interim Co-Lead Class Counsel.

7. The various Plaintiffs' counsel agreed to work cooperatively in this litigation in state court, and all the actions are now pending before the Warren County Court of Common Pleas.

8. Thereafter, on January 29, 2024, the Court consolidated the actions into this Action and appointed Andrew W. Ferich of Ahdoot & Wolfson, PC and Danielle L. Perry of Mason LLP as Interim Co-Lead Class Counsel for the putative class.

9. Plaintiffs then filed a Consolidated Class Action Complaint against the Defendant alleging: (a) negligence; (b) breach of contract; (c) breach of implied contract; (d) unjust

enrichment; (e) breach of fiduciary duty; (f) breach of confidences; (g) violation of the Pennsylvania Unfair Trade and Consumer Protection Law; and (h) for declaratory judgment.

10. Interim Class Counsel represent that they consulted with multiple data experts to understand how the breach occurred, the type of information involved, and whether the information was published on the dark web.

11. Defendant filed preliminary objections to the Complaint on March 29, 2024, to which Plaintiffs filed a response in opposition on May 2, 2024. The Court held a hearing to decide the preliminary objections on May 14, 2024. The Court ruled on the preliminary objections on June 17, 2023, sustaining in part and overruling in part Defendant's preliminary objections, allowing Plaintiff's claims for negligence, breach of contract, unjust enrichment, breach of fiduciary duty, and breach of confidences to proceed.

12. Thereafter, in preparation of engaging in discovery, Interim Class Counsel represents they prepared written discovery, including interrogatories and a request for production. They also represent they drafted a comprehensive corporate representative notice of deposition.

13. At or around the same time, the Parties began discussing settlement and scheduled a mediation with an experienced data breach class action mediator, Bennett G. Picker, Esq., to occur on October 31, 2024.

14. In advance of the mediation, Plaintiffs propounded informal discovery requests to learn as much as possible. Through the provision of informal discovery, Plaintiffs were able to evaluate the merits of the Defendant's position. The Parties also exchanged detailed mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

15. The Parties mediated on October 31, 2024, and after many hours of negotiating, finally agreed upon the material terms of a settlement.

16. On November 4, 2024, the Parties sent to the Court a Joint Notice of Classwide Settlement for filing.

17. The Parties now agree to settle the Action in its entirety, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not concede any of the allegations in the other complaints in the Related Actions), and disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## II. Definitions

18. “Action” means the lawsuit entitled: *Robert Pessia, et al. v. Warren General Hospital*, Case No. 501-2023, filed in the Court of Common Pleas of the 37<sup>th</sup> Judicial District of Pennsylvania, Warren County.

19. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application to be filed, seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs and expenses.

20. “Cash Payment” means compensation paid to Settlement Class Members who elected either Cash Payment A or Cash Payment B.

21. “Cash Payment A” means the Settlement Benefit that Settlement Class members, who incurred documented losses, may elect under Section V herein.

22. “Cash Payment B” means the Settlement Benefit consisting of a pro rata cash payment that Settlement Class Members may elect under Section V herein.

23. “Claim” means the submission of a Claim Form by a Claimant.

24. “Claim Form” means the proof of claim, substantially in the form attached hereto as **Exhibit A**, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

25. “Claim Form Deadline” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

26. “Claimant” means a Settlement Class member who submits a Claim Form.

27. “Class Counsel” means: Andrew W. Ferich of Ahdoot & Wolfson, PC and Danielle L. Perry of Mason LLP.

28. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records, and do so within 7 days of entry of the Preliminary Approval Order. The Class List shall include the Settlement Class’s names and postal address.

29. “Class Representatives” means Plaintiffs.

30. “Complaint” means the Consolidated Class Action Complaint filed in the Action on February 28, 2024.

31. “Court” means the Court of Common Pleas of the 37<sup>th</sup> Judicial District of Pennsylvania and the Judge(s) assigned to the Action.

32. “Data Incident” means the incident that was discovered on September 24, 2023, in which an unauthorized third party potentially gained access to Settlement Class Members’ Private Information between September 15, 2023, and September 23, 2023.

33. “Defendant” means Warren General Hospital (“WGH”).

34. “Defendant’s Counsel” means Michal Jervis of Mullen Coughlin LLC.

35. “Digital Advertisement Notice” means the Notice to be provided digitally via internet advertising (e.g., Facebook, Google) to apprise the Settlement Class of the Settlement, substantially in the form attached as **Exhibit B**.

36. “Effective Date” means (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired and no appeal has been taken or, if such an appeal or request for permission to appeal has been filed, the appeal has been dismissed in its entirety, or the Final Approval Order and 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 Court following resolution of the appeal enters a further order or orders approving the settlement on the material terms set forth herein and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

37. "Escrow Account" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

38. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

39. "Final Approval Hearing" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Award.

40. "Final Approval Order and Judgment" means the final order and separate Final Judgment that the Court enters granting Final Approval of the Settlement, substantially in the form attached as **Exhibit C** and **Exhibit D**. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel.

41. "Long Form Notice" means the long form notice of the Settlement, substantially in

the form attached as **Exhibit E**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

42. “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

43. “Motion for Preliminary Approval” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

44. “Notice” means the Postcard Notice, Long Form Notice, Digital Advertisement Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

45. “Notice Date” means 45 days following entry of the Preliminary Approval Order, by which date the Settlement Administrator shall commence the Notice Program provided herein.

46. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Digital Advertisement Notice, Settlement Website, and settlement telephone line.

47. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

48. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

49. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 30 days before the Final Approval Hearing.

50. “Party” means each of the Plaintiffs and the Defendant, and “Parties” means

Plaintiffs and Defendant collectively.

51. “Plaintiffs” means Robert Pessia, Peter Hettman, Heid Tuller, Robert Marrone, and Jean Berry.

52. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached as **Exhibit F**, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

53. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

54. “Preliminary Approval Order” means the order preliminarily approving the Settlement and dissemination of the proposed Notice Program, substantially in the form attached as **Exhibit G**.

55. “Private Information” means Settlement Class members’ information that may have been accessible in the Data Incident, which may include: names, addresses, dates of birth, Social Security numbers, financial account information, payment card information, health insurance claims information, and medical information involving diagnoses, medications, lab results, and other treatment information.

56. “Releases” means the releases and waiver set forth in Section XIII of this Agreement.

57. “Released Claims” means the claims described in Section XIII of this Agreement. “Released Parties” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers,

reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

58. "Releasing Parties" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

59. "Service Awards" shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives.

60. "Settlement Administrator" means Epiq Class Action & Claims Solutions, Inc. ("Epiq").

61. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

62. “Settlement Benefits” means the Cash Payments available to those Settlement Class Members who file Valid Claims.

63. “Settlement Class” means all natural persons in the United States whose Private Information was potentially accessed as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court’s immediate family, and Court staff.

64. “Settlement Class Member” or “Class Member” means any member of the Settlement Class who has not opted-out of the Settlement.

65. “Settlement Fund” means the non-reversionary \$1,300,000.00 cash fund that Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

66. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs and Service Awards, and Final Approval Order, as well as other documents that the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

67. “Valid Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

68. Within 30 days of Preliminary Approval, Defendant shall cause to be deposited into the Escrow Account an amount sufficient to fund the costs of the Notice as determined by the Settlement Administrator. Within 7 days of Preliminary Approval, the Settlement Administrator shall provide Defendant with its calculation of that amount. Within 30 days of the Effective Date, Defendant shall cause to be deposited into the Escrow Account the remaining amounts required to fully fund the Settlement Fund. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

69. The Settlement Fund shall be used to pay: (1) Settlement Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs and expenses awarded to Class Counsel; (4) all Notice costs and Settlement Administration Costs; and (5) taxes.

70. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times after creation of the

Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, shall be paid out of the Escrow Account. The Claims Administrator shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and pay any taxes and tax-related expenses owed by the Settlement Fund out of the Settlement Fund. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties

#### **IV. Certification of the Settlement Class**

71. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. This Agreement or any negotiations leading to this Agreement shall not be referenced in support of any subsequent motion for class certification of any class in the Action, or as supporting any argument that the claims asserted

herein are appropriate for treatment on a class wide basis.

**V. Settlement Consideration**

72. When submitting a Claim for a Cash Payment, Settlement Class Members must choose either Cash Payment A or Cash Payment B. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Benefit.

**a. Cash Payment A – Documented Losses Payment**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting, under penalty of perjury, to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is deemed to be incomplete by the Settlement Administrator, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected for a documented loss payment and the Settlement Administrator shall have the discretion to treat the Settlement Class Member's claim as if he or she elected Cash Payment B.

**b. Cash Payment B – Flat Cash Payment**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to

receive Cash Payment B, which is a, pro rata cash payment. As further described below, the actual amount a Settlement Class Member will receive may be more or less depending on the number of Valid Claims submitted.

73. **Pro Rata Adjustments on Cash Payments** - Settlement Class Cash Payments will be subject to a *pro rata* increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

74. **Business Practice Changes** - Plaintiffs have received assurances as part of the Settlement that Defendant has undertaken and will take reasonable steps to further secure their systems and environments. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incident and Defendant's response thereto, and the changes and improvements that have been made and will be made to protect class members' Private Information, which will be maintained for a period of no less than 3 years from entry of the Final Approval Order and Judgment. Defendant will provide a sworn declaration attesting to the amount of money spent on remediation efforts and security enhancements.

75. **Distribution of Settlement Payments** - The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Settlement Administration Costs, (ii) attorneys' fees and litigation costs and expenses; (ii) Plaintiff Service Awards; and (iii) taxes. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Valid Claims for Documented Losses Payments (Cash Payment A). The amount of the Net Settlement Fund remaining after all

Documented Losses Payments (Cash Payment A) are applied shall be referred to as the “Post DL Net Settlement Fund.” The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all Cash Payment for Flat Cash Payments (Cash Payment B) pursuant to Sections 72(b) and 73 herein. The amount of each Flat Cash Payment shall be calculated by dividing the Post DL Net Settlement Fund by the number of Valid Claims submitted for Flat Cash Payments.

In the event that the aggregate amount of all Documented Losses Payments (Cash Payment A) exceeds the total amount of the Net Settlement Fund, then the value of the Documented Losses Payments to be paid to each Settlement Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Losses Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed to Claimants with Valid Claims for Flat Cash Payments. All such determinations shall be performed by the Settlement Administrator.

76. **Returned Settlement Payments** - For any Settlement payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make only one attempt to repay or resend a returned Settlement payment.

77. **Non-reversionary** – This is a non-reversionary settlement. As of the Effective Date, all rights of WGH and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to WGH

and/or its insurers.

**VI. Settlement Approval**

78. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendant. The proposed Preliminary Approval Order also shall be attached to the motion in a form agreed to by Class Counsel and Defendant.

79. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and Related Actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

80. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

81. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice

Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

82. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and Digital Advertisement Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

l. Pay Settlement Administration Costs out of the Settlement Fund following approval by the Parties; and

m. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, or the Court, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

83. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

### **VIII. Notice to the Settlement Class**

84. Defendant will coordinate to make available to the Settlement Administrator the

Class List no later than 7 days after entry of the Preliminary Approval Order.

85. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Mailed Notice shall also be enhanced by the Digital Advertisement Notice. Notice shall also be published on the Settlement Website.

86. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by WGH.

87. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

88. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

89. **Opt-Outs:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be in writing and must identify the case name “*Pessia, et al. v. Warren General Hospital*,” be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Any Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

90. **Objections:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

91. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

92. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. At the direction and discretion of Class Counsel, the Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable

tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. If Class Counsel elects re-mailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

93. The Notice Program shall be completed no later than 45 days before the original date set for the Final Approval Hearing.

**IX. Claim Form Process and Disbursement of Cash Payments**

94. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Benefit and how to submit a Claim Form.

95. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

96. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

97. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

98. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

99. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or

e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

100. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

101. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

102. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

103. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

104. The Settlement Administrator shall distribute the Settlement Benefits no later than 75 days after the Effective Date.

105. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement

Class Members receiving payment by check shall have 180 days to negotiate the check.

**X. Final Approval Order and Final Judgment**

106. Plaintiffs shall file their Motion for Final Approval of the Settlement 21 days before, and separate Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before, the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

107. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**XI. Service Awards, Attorneys' Fees and Costs**

108. **Service Awards** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,000.00 each. If approved, the Service Awards shall be paid not later than 40 days after the Effective Date by the Settlement Administrator out of the Settlement Fund. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement Fund.

109. **Attorneys' Fees and Costs** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid not later than 40 days after the Effective Date by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel. Plaintiffs will file an Application for Attorneys' Fees and Costs (and Service Awards) no later than 45 days before the original date set for the Final Approval Hearing.

110. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms

of the Settlement were agreed to by Plaintiffs and Defendant.

**XII. Disposition of Residual Funds**

111. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 210 days after the distribution of all Settlement payments to the Settlement Class Members, a subsequent Settlement payment will be evenly made to all Settlement Class Members with Valid Claims for Flat Cash Payments (Cash Payment B) who cashed or deposited the initial Cash Payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than three dollars (\$3.00), whereupon 100% of the amount remaining in the Net Settlement Fund, if any, 45 days following the 180-day check negotiation period and after all efforts to re-send returned Settlement payments have conclude, shall be given to the Pennsylvania Interest on Lawyers Trust Account Board (PA IOLTA).

**XIII. Releases**

112. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint.

113. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

114. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

115. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendants with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

116. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be

dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement. In accordance with this, the Releasing Parties agree they shall have released any and all Released Claims, including unknown claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States 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**

117. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

#### **XIV. Termination of Settlement**

118. This Agreement shall be subject to and is conditioned on the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

119. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

120. Defendant shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

121. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

122. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21

days of termination.

**XV. Effect of Termination**

123. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

124. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

125. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been

asserted in the Action.

126. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

127. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

128. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) 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 the Action or in any proceeding in any court, administrative agency, or other tribunal.

129. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other

proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

**XVII. Miscellaneous Provisions**

130. Gender and Plurals. As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

131. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

133. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

134. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

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

136. Governing Law. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the Commonwealth of Pennsylvania, without regard to the principles thereof regarding choice of law.

137. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

138. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order. This Settlement Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

139. Notices. All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Andrew W. Ferich  
Ahdoot & Wolfson, PC

201 King of Prussia Rd., Ste. 650  
Radnor, PA 198087  
aferich@ahdootwolfson.com

Danielle L. Perry  
Mason LLP  
5335 Wisconsin Ave. N.W., Ste. 640  
Washington, D.C. 20015  
dperry@masonllp.com

If to Defendant or Defendant's Counsel:

Michael Jervis  
Mullen Coughlin LLC  
426 W. Lancaster Ave., Ste. 200  
Devon, PA 19333  
mjervis@mullen.law

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

140. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

141. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

142. Authority. Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or

she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

143. Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

144. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

145. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein,

received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Page to Follow*

**PLAINTIFFS**

Robert Pessia (Dec 17, 2024 21:04 CST)  
\_\_\_\_\_

ROBERT PESSIA

Date: 12/17/2024  
\_\_\_\_\_

\_\_\_\_\_  
PETER HETTMAN

Date: \_\_\_\_\_

\_\_\_\_\_  
HEIDI TULLER

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT MARRONE

Date: \_\_\_\_\_

\_\_\_\_\_  
JEAN BERRY

Date: \_\_\_\_\_

**CLASS COUNSEL**

\_\_\_\_\_  
ANDREW FERICH  
AHDODT & WOLFSON, PC

Date: \_\_\_\_\_

*Danielle L. Perry*

\_\_\_\_\_  
DANIELLE L. PERRY  
MASON LLP

Date: December 17, 2024  
\_\_\_\_\_

**WARREN GENERAL HOSPITAL**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN GENERAL  
HOSPITAL'S COUNSEL**


\_\_\_\_\_  
MICHAEL JERVIS  
MULLEN COUGHLIN LLC

Date: \_\_\_\_\_

**PLAINTIFFS**

\_\_\_\_\_  
ROBERT PESSIA

Date: \_\_\_\_\_

  
Peter A. Hettman (Dec 17, 2024 18:22 EST)

Date: Dec 17, 2024

\_\_\_\_\_  
PETER HETTMAN

Date: \_\_\_\_\_

\_\_\_\_\_  
HEIDI TULLER

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT MARRONE

Date: \_\_\_\_\_

\_\_\_\_\_  
JEAN BERRY

**CLASS COUNSEL**

  
\_\_\_\_\_  
ANDREW FERICH  
AHDROOT & WOLFSON, PC

Date: December 17, 2024

\_\_\_\_\_  
DANIELLE L. PERRY  
MASON LLP

Date: \_\_\_\_\_

**WARREN GENERAL HOSPITAL**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN GENERAL  
HOSPITAL'S COUNSEL**

\_\_\_\_\_  
MICHAEL JERVIS  
MULLEN COUGHLIN LLC

Date: \_\_\_\_\_


**PLAINTIFFS**

\_\_\_\_\_  
ROBERT PESSIA

Date: \_\_\_\_\_

\_\_\_\_\_  
PETER HETTMAN

Date: \_\_\_\_\_

  
Heidi Tuller (Dec 17, 2024 18:29 EST)  
\_\_\_\_\_  
HEIDI TULLER

Date: Dec 17, 2024

\_\_\_\_\_  
ROBERT MARRONE

Date: \_\_\_\_\_

\_\_\_\_\_  
JEAN BERRY

Date: \_\_\_\_\_

**CLASS COUNSEL**

  
\_\_\_\_\_  
ANDREW FERICH  
AHDoot & Wolfson, PC

Date: December 17, 2024

\_\_\_\_\_  
DANIELLE L. PERRY  
MASON LLP

Date: \_\_\_\_\_

**WARREN GENERAL HOSPITAL**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN GENERAL  
HOSPITAL'S COUNSEL**

\_\_\_\_\_  
MICHAEL JERVIS  
MULLEN COUGHLIN LLC

Date: \_\_\_\_\_

**PLAINTIFFS**

\_\_\_\_\_  
ROBERT PESSIA


Date: \_\_\_\_\_

\_\_\_\_\_  
PETER HETTMAN

Date: \_\_\_\_\_

\_\_\_\_\_  
HEIDI TULLER

Date: \_\_\_\_\_

  
Robert Jacob Marrone (Dec 17, 2024 17:43 EST)  
\_\_\_\_\_  
ROBERT MARRONE

Date: Dec 17, 2024

\_\_\_\_\_  
JEAN BERRY

Date: \_\_\_\_\_

**CLASS COUNSEL**

\_\_\_\_\_  
ANDREW FERICH  
AHDROOT & WOLFSON, PC

Date: \_\_\_\_\_

\_\_\_\_\_  
DANIELLE L. PERRY  
MASON LLP

Date: \_\_\_\_\_

**WARREN GENERAL HOSPITAL**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN GENERAL  
HOSPITAL'S COUNSEL**

\_\_\_\_\_  
MICHAEL JERVIS  
MULLEN COUGHLIN LLC

Date: \_\_\_\_\_

**PLAINTIFFS**

\_\_\_\_\_  
ROBERT PESSIA

Date: \_\_\_\_\_

\_\_\_\_\_  
PETER HETTMAN

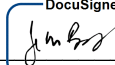
Date: \_\_\_\_\_

\_\_\_\_\_  
HEIDI TULLER

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT MARRONE

Date: \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
JEAN BERRY

Date: 12/18/2024

**CLASS COUNSEL**

\_\_\_\_\_  
ANDREW FERICH  
AHDoot & Wolfson, PC

Date: \_\_\_\_\_

\_\_\_\_\_  
DANIELLE L. PERRY  
MASON LLP

Date: \_\_\_\_\_

**WARREN GENERAL HOSPITAL**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its \_\_\_\_\_

Date: \_\_\_\_\_

**WARREN GENERAL  
HOSPITAL'S COUNSEL**

\_\_\_\_\_  
MICHAEL JERVIS  
MULLEN COUGHLIN LLC

Date: \_\_\_\_\_

**PLAINTIFFS**

\_\_\_\_\_  
ROBERT PESSIA

Date: \_\_\_\_\_

\_\_\_\_\_  
PETER HETTMAN

Date: \_\_\_\_\_

\_\_\_\_\_  
HEIDI TULLER

Date: \_\_\_\_\_

\_\_\_\_\_  
ROBERT MARRONE

Date: \_\_\_\_\_

\_\_\_\_\_  
JEAN BERRY

Date: \_\_\_\_\_

**CLASS COUNSEL**

\_\_\_\_\_  
ANDREW FERICH  
AHDoot & WOLFSON, PC

Date: \_\_\_\_\_

\_\_\_\_\_  
DANIELLE L. PERRY  
MASON LLP

Date: \_\_\_\_\_

**WARREN GENERAL HOSPITAL**

By: Richard L. Allen  
Its CEO

Date: DECEMBER 18, 2024

**WARREN GENERAL  
HOSPITAL'S COUNSEL**

Michael Jervis  
MICHAEL JERVIS  
MULLEN COUGHLIN LLC

Date: December 19, 2024

# **Exhibit A**

**CLAIM FORM FOR WARREN GENERAL DATA BREACH BENEFITS**

*Warren General Data Breach Litigation,  
(Robert Pessia, et al. v. Warren General Hospital, Case No. 501-2023,  
Warren County Court of Common Pleas)*

**USE THIS FORM TO MAKE A CLAIM FOR A DOCUMENTED LOSS PAYMENT OR FOR AN  
ALTERNATIVE FLAT CASH (PRO RATA) PAYMENT**

**The DEADLINE to submit this Claim Form is postmarked: [Month XX, 20YY]**

**I. GENERAL INSTRUCTIONS**

If you are a natural person in the United States whose Private Information was accessed as a result of the Data Incident, including those who were sent a notice by Warren General of the Data Incident, you are a Class Member.

As a Class Member, you are eligible to make a claim for **one of the following options:**

(1) up to a \$5,000 cash payment for reimbursement of documented losses supported by reasonable documentation that are more likely than not a result of the Data Incident and not otherwise reimbursed by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Warren General or otherwise (“Documented Loss Payment” or “Cash Payment A – Documented Loss Payment”);

OR

(2) a flat, pro rata cash payment (“Flat Cash Payment” or “Cash Payment B – Flat Cash Payment”), the amount of which will depend on the number of Class Members who participate in the Settlement and how much of the Settlement Fund remains after payment of valid Document Loss Payment claims.

Flat Cash Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at [www.xxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxx.com).

**Please complete this Claim Form on behalf of the Class Member. If you are the parent of a minor(s) Class Member, please submit the form using the minor(s)’s personal information.**

This Claim Form may be submitted online at [www.xxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxx.com) or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Warren General Data Breach Litigation  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97XXX-XXXX







**VI. CERTIFICATION**

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

\_\_\_\_\_  
Signature:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**VII. ATTESTATION**

**(REQUIRED FOR CASH PAYMENT A – DOCUMENTED LOSS PAYMENT CLAIMS ONLY)**

I, \_\_\_\_\_, declare that I suffered the documented losses claimed above.  
[Name]

I also attest that the documented losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of Pennsylvania that the foregoing is true and correct.

Executed on \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
[Date] [City] [State]

\_\_\_\_\_  
[Signature]

# **Exhibit B**

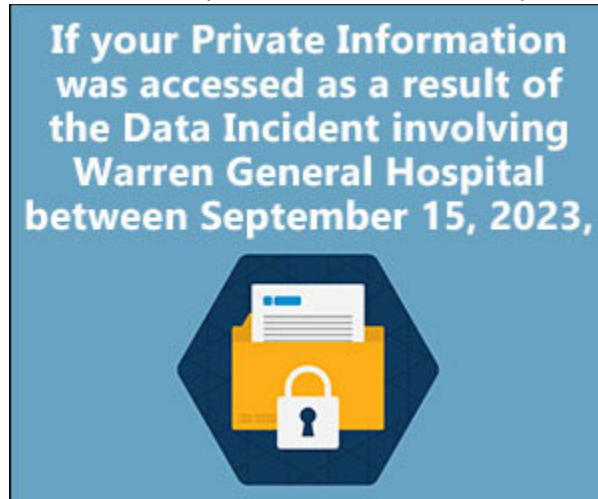
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## *Warren General Hospital Data Breach* Banner Advertisement

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### **Google Display Banner (300x250)**


Frame 1 (on screen for 8 seconds)



Frame 1 (on screen for 7 seconds)





**Facebook – Right Hand Column**  
(Static)



Warren General Data Breach  
[www.websiteurl.com](http://www.websiteurl.com)

**Facebook – Newsfeed**  
(Static)


 **Epiq**  
Sponsored · 

×

⋮




If your private information was accessed in the Warren General Hospital's data incident, you may be entitled to settlement benefits.

**Submit your claim now!**



[www.websiteurl.com](http://www.websiteurl.com)  
**Warren General Data Breach**

[Learn more](#)

 Like    Comment    Share

# **Exhibit C**

**IN THE PENNSYLVANIA COURT OF COMMON PLEAS  
WARREN COUNTY**

ROBERT PESSIA, PETER HETTMAN,  
HEIDI TULLER, ROBERT MARRONE, and  
JEAN BERRY individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

WARREN GENERAL HOSPITAL,

Defendant.

CIVIL DIVISION

CASE NO. 501-2023

CONSOLIDATED CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, on \_\_\_\_\_, 202\_, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement, and directing that Notice be given to the Settlement Class.

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to object or opt-out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether the Final Approval Order and Judgment should be entered dismissing this Action with prejudice;

WHEREAS, a hybrid in person and remote Final Approval Hearing was held on \_\_\_\_\_, 2025. Settlement Class Members were notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of attorney's fees, costs, and expenses to Class Counsel, and requested Service Awards to Class Representatives.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, reasonable, and adequate, having considered the application for attorney's fees, expenses, and costs made by Class Counsel and the application for a Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.
2. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all parties thereto, including the Settlement Class.
3. The Court hereby approves the Settlement, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class Members, within the authority of the parties and the result of extensive arm's-length negotiations. The parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.
4. There are \_\_ objections and \_\_ opt outs to the Settlement. Those Settlement Class Members who timely and properly opted out from the settlement are identified in **Exhibit 1** to this order.
5. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit timely and valid requests to be

excluded from the Settlement Class.

6. For purposes of the Settlement and this Final Approval Order, the Court hereby:
  - a. certifies the following Settlement Class pursuant to Pa. R. Civ. P. 1702: all natural persons in the United States whose Private Information was accessed as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.
  - b. appoints Plaintiffs Robert Pessia, Peter Hettman, Heidi Tuller, Robert Marrone, and Jean Berry for settlement purposes only, as representatives of the Settlement Class. The Court finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.
  - c. appoints Andrew W. Ferich of Ahdoot & Wolfson, PC and Danielle L. Perry of Mason LLP as Class Counsel; and
  - d. finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (1) a description of the material terms of the Settlement; (2) how to submit a Claim Form; (3) the Claim Form Deadline; (4) the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; (5) the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs

and Service Awards; (6) the Final Approval Hearing date; and (7) the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Pennsylvania Rule 1714, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

7. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

8. Within the time periods set forth in the Settlement Agreement, the Settlement benefits provided for in the Settlement Agreement shall be paid to the Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

9. Upon the Effective Date, Settlement Class Members who did not validly and timely opt-out shall, by operation of this Final Approval Order, have fully, finally, and forever released, relinquished and discharged Defendant from all claims that were or could have been asserted in the action.

10. All Settlement Class Members who did not validly and timely opt-out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims against Defendant released pursuant to the Settlement Agreement.

11. The terms of the Settlement Agreement and this Final Approval Order shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all claims for

relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Action or in any third party action.

12. The Final Approval Order, the Settlement Agreement, the Settlement which it reflects, and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against Defendant of any fault, wrongdoing, or liability on the part of Defendant or of the validity or certifiability for litigation of any claims.

13. The Court finds Service Awards of \$\_\_\_\_\_ per Class Representative are fair and reasonable. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.

17. The Court hereby approves an award of attorney's fees in an amount of \$\_\_\_\_\_ and litigation costs and expenses in an amount of \$\_\_\_\_\_. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement. The Court finds these amounts to be fair and reasonable pursuant to the non-exclusive factors set forth in Pa. R. Civ. P. 1716 to determine a reasonable fee in a class action. Specifically, the Court finds:

a. Class Counsel expended significant time and resources in the prosecution of this case, warranting a [35%] contingency fee payment.

b. Class Counsel are experienced in the fields of class actions and data breach cases and possessed the experience, skills, and reputations to achieve the results secured.

c. This Settlement reflects a significant monetary recovery for the Settlement Class which could not have occurred without the diligence and hard work of Class Counsel and is an excellent result.

d. This was a novel and complex case involving data breach claims and law.

e. Class Counsel undertook the significant risk of no recovery and had to forego other lucrative work to prosecute this case on behalf of the class.

18. The Court has considered the \_\_\_ objection[s] to the Settlement. The Court finds and concludes that the objection[s] [is/are without merit, and is/are hereby overruled] **or** There were no objections to the Settlement.

19. The above-captioned Action is hereby dismissed against Defendant in its entirety, with prejudice. Except as otherwise provided in this Final Approval Order, the parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

20. Should any non-distributable residual of the Settlement Fund remain following distribution of the Settlement benefits, the Court hereby approves the distribution of not less than 100% of any such residue from the Settlement Fund to the Pennsylvania Interest on Lawyers Trust Account Board to support activities and programs which promote the delivery of civil legal assistance to the indigent in Pennsylvania by non-profit corporations, consistent with Pa. R. Civ. P. 1716.

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
HONORABLE ROBERT G. YEATTS

# **Exhibit D**

**IN THE PENNSYLVANIA COURT OF COMMON PLEAS  
WARREN COUNTY**

ROBERT PESSIA, PETER HETTMAN,  
HEIDI TULLER, ROBERT MARRONE, and  
JEAN BERRY individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

WARREN GENERAL HOSPITAL,

Defendant.

CIVIL DIVISION

CASE NO. 501-2023

CONSOLIDATED CLASS ACTION

**[PROPOSED] JUDGMENT**

On [date], the Court [granted] Plaintiffs' Motion for Final Approval of the Class Action Settlement with Warren General Hospital, and Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives. Judgment is hereby entered.

**IT IS SO ORDERED.**

So Ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Honorable Robert G. Yeatts

# **Exhibit E**

## **If your Private Information was accessed as a result of the Data Incident involving Warren General Hospital between September 15, 2023, and September 23, 2023, you may be entitled to benefits from a settlement.**

*This is not a solicitation from a lawyer. Please read this Notice carefully and completely.*

### **THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A proposed \$1.3 million Settlement arising out of a data breach has been reached with Warren General Hospital (“Warren General”). Between September 15, 2023, and September 23, 2023, an unauthorized third party potentially gained access to Settlement Class Members’ Private Information (the “Data Incident”). Private Information includes names, address, Social Security numbers, date of birth, Driver’s license number, financial account information, payment card information, health insurance claims information, medical information involving diagnosis, medications, lab results, and other treatment information. The Settlement Class includes all natural persons in the United States whose Private Information was accessed as a result of the Data Incident, including those who were sent a notice by Warren General of the Data Incident. Warren General sent the notice around November 2023.

- If you are a Settlement Class Member, you may be able to receive **one** of the following Settlement Benefits:

**Cash Payment A:** You may submit a timely and valid Claim Form and provide supporting documentation that you spent money or incurred losses related to the Data Incident for up to \$5,000.

**Cash Payment B:** Instead of selecting Cash Payment A and providing supporting documentation, you may choose to receive a flat cash payment with no documentation. The amount of your Cash Payment B depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid Cash Payment A claims.

The Settlement Administrator shall have discretion to treat incomplete Cash Payment A – Documented Loss Payment claims as claims for Cash Payment B – Flat Cash Payments.

- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>FILE A CLAIM FORM SUBMITTED OR POSTMARKED BY: MONTH DD, 20YY</b>	Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Warren General and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT POSTMARKED BY: MONTH DD, 20YY</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Warren General and the Released Parties, for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT POSTMARKED BY: MONTH DD, 20YY</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Warren General and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>GO TO THE “FINAL APPROVAL” HEARING DATE: MONTH DD, 20YY</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive a cash payment and you will give up your rights to sue Warren General and the Released Parties for the legal claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.XXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXX.com) or call 1-XXX-XXX-XXXX.**

## BASIC INFORMATION

### 1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is known as *Robert Pessia, et al. v. Warren General Hospital*, Case No. 501-2023, Warren County Court of Common Pleas (the “lawsuit”), before the Honorable Judge Robert G Yeatts. The individuals who filed this lawsuit are called the “Plaintiffs” and the entity they sued, Warren General Hospital, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

### 2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and on behalf of members of the Settlement Class whose Private Information, including names, address, Social Security numbers, date of birth, Driver’s license number, financial account information, payment card information, health insurance claims information, medical information involving diagnosis, medications, lab results, and other treatment information was accessed as a result of the Data Incident.

Plaintiffs allege between September 15, 2023, and September 23, 2023, there was unauthorized access by a cybercriminal to the Defendant’s network and that Private Information of certain of Defendant’s patients was exfiltrated. Plaintiffs brought this lawsuit against Defendant.

The Plaintiffs allege that Warren General failed to adequately protect their Private Information and that they were injured as a result. Warren General denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Warren General denies these and all other legal claims made in the lawsuit. By entering into the Settlement, Warren General is not admitting that it did anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called the class representatives sue on behalf of all people who have similar legal claims. Together, all of these people are called a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Robert Pessia, Peter Hettman, Heidi Tuller, Robert Marrone, and Jean Berry.

### 4. Why is there a Settlement?

The Class Representatives and Warren General do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Class Representatives or Warren General. Instead, the Class Representatives and Warren General have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for all Settlement Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

## WHO IS INCLUDED IN THE SETTLEMENT

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

The Settlement Class includes all natural persons in the United States whose Private Information was accessed as a result of the Data Incident, including those who were sent notification from Defendant of the Data Incident. You may have been sent notice regarding the Data Incident around November 2023.

If you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator.

### 6. Are there exceptions to individuals who are included as Settlement Class Members in the Settlement?

Yes. Excluded from the Settlement Class are: (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court’s immediate family, and Court staff.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [www.xxxxxxxx.com](http://www.xxxxxxxx.com), or call the Settlement Administrator’s toll-free number at 1-XXX-XXX-XXXX.

**Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-XXX-XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 8. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to receive **one** of the following Settlement Benefits:

**Cash Payment A:** You may submit a timely and valid Claim Form and provide supporting documentation that you spent money or incurred losses related to the Data Incident for up to \$5,000 per person.

Examples of documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - “self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notice provided by Defendant.

If you file for Cash Payment A and don’t submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, the Settlement Administrator has the discretion to treat your claim as eligible for Cash Payment B.

**Cash Payment B:** Instead of selecting Cash Payment A, you may file a claim with no documentation to receive a flat cash payment.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Payments may be reduced pro rata accordingly.

In addition, Warren General has agreed to take certain remedial measures and enhanced security measures as a result of this lawsuit.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the two Settlement Benefit options is the best option for you.

### 9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option is best for you, it is important for you to understand how Settlement payments will be made. Court awarded attorneys’ fees up to a maximum of 35% of the \$1,300,000.00 Settlement Fund, reasonable costs and expenses incurred by Class Counsel, Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Valid Claims for Cash Payment A up to \$5,000 per Settlement Class Member will be paid first. If you file for Cash Payment A and don’t submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, the Settlement Administrator has the discretion to treat your claim as eligible for Cash Payment B.
2. If money remains in the Settlement Fund after paying Valid Claims for Cash Payment A, the amount of the Settlement Fund remaining will be used to create a “Post DL Net Settlement Fund,” which will be used to pay all timely and valid Cash Payment B claims. The value of Cash Payment B is unknown at this time, but will be calculated by subtracting from the Net Settlement Fund the amount paid for Valid Claims for Cash Payment A and after those expenses are deducted, the Post DL Net Settlement Fund will be divided pro rata to Settlement Class Members with Valid Claims for Cash Payment B.

### 10. What is the total value of the Settlement?

The Settlement provides a \$1,300,000.00 Settlement Fund and remedial actions to be taken by Warren General for the benefit of the Settlement Class. Any court-approved Attorneys’ Fees and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance (“Net Settlement Fund”) will be used to pay for the above Settlement Benefits. Any costs associated with Warren General’s remedial and enhanced security measures will be paid by Warren General separate from the Settlement Fund.

**Questions? Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-XXX-XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

**11. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

**12. What are the Released Claims?**

Section XIII of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

**HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

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

You must submit a timely and valid Claim Form for the Settlement Benefits described in Question 8. Your Claim Form must be submitted online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **MONTH DD, 20YY**. Claim Forms are also available on the Settlement Website at [www.XXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXX.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Warren General Data Breach Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97XXX-XXXX

**14. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Warren General Data Breach Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97XXX-XXXX

**15. When will I receive my Settlement Benefits?**

If you file a timely and valid Claim Form, Settlement Benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

The approval process may take time. Please be patient and check [www.XXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXX.com) for updates.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes, the Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, and Danielle L. Perry of the law firm Mason LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

**17. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award Attorneys’ Fees and Costs of up to 35% of the \$1.3 million Settlement Fund. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts in achieving the Settlement. If awarded by the Court, the Attorneys’ Fees and Costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

Class Counsel's application for the Attorneys' Fees and Costs and the Service Awards will be made available on the Settlement Website at [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to individually sue or continue to sue Warren General and/or the Released Parties on your own about the legal claims in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

### 18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Pessia, et al. v. Warren General Hospital*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Warren General Data Breach Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97XXX-XXXX

### You cannot opt out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt out hasn't been signed by each and every individual Settlement Class Member will not be allowed.

### 19. If I exclude myself, can I still get anything from the Settlement?

No. If you timely opt-out, you will not be entitled to receive Settlement Benefits, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

### 20. If I do not exclude myself, can I sue Warren General for the same thing later?

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must send by U.S. mail to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *Robert Pessia, et al. v. Warren General Hospital*, Case No. 501-2023.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders

**Questions? Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-XXX-XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;

- 4) The identity of any lawyers representing you in connection with the objection, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards;
- 5) The number of times in which your lawyer or your lawyer’s law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made the objection and a copy of any orders related to or ruling upon your lawyer’s or the lawyer’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer and/or lawyer’s law firm have objected to a class action settlement within the preceding 5 years;
- 6) Any and all agreements that relate to the objection or the process of objecting –whether written or oral— between you and/or your lawyer and any other person or entity;
- 7) The identity of all lawyers (if any) representing you who will appear at the Final Approval Hearing;
- 8) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- 9) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 10) Your signature as the objector (a lawyer’s signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be mailed to Clerk of the Court, Class Counsel, Defendant’s Counsel and the Settlement Administrator by **MONTH DD, 20YY**, at the following addresses:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENDANT’S COUNSEL</b>	<b>SETTLEMENT ADMINISTRATOR</b>
Clerk of Court 37 <sup>th</sup> Judicial District 204 4 <sup>th</sup> Ave Warren, PA 16365	Andrew Ferich Adhoot & Wolfson P.C. 201 King of Prussia Rd. Suite 650 Radnor, PA 19087	Michael Jervis Mullen Coughlin LLC 426 W. Lancaster Ave Suite 200 Devon, PA 19333	Warren General Data Breach Litigation Settlement Administrator PO Box XXXX Portland, OR 97XXX-XXXX

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

**22. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys’ fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

**THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at X:XX a.m./p.m.** before the Honorable XXXXXXXXXXXX of the Warren County Court of Common Pleas, 204 4<sup>th</sup> Ave, Warren, PA 16365.

The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.XXXXXXXXXXXXXXXXXX.com](http://www.XXXXXXXXXXXXXXXXXX.com) to confirm the date and time of the Final Approval Hearing has not changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel’s application for Attorneys’ Fees and Costs, and the Service Awards to the Class Representatives. If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**Questions? Go to [www.xxxxxxxxxxx.com](http://www.xxxxxxxxxxx.com) or call 1-XXX-XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

**24. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mail your written objection on time the Court will consider it.

**25. May I speak at the Final Approval Hearing?**

Yes, as long as you do not exclude yourself (opt out) and you submit a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement relating to the Data Incident.

**GETTING MORE INFORMATION**

**27. How do I get more information?**

This Notice summarizes the proposed Settlement. For more details about the Settlement, please see the Settlement Agreement and other related documents available at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com), by calling toll-free 1-XXX-XXX-XXXX, by contacting Class Counsel, or by visiting the office of the Clerk’s Office, Warren County Court of Common Pleas, 204 4<sup>th</sup> Ave, Warren, PA 1636, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator at:

*Warren General Data Breach Litigation*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97XXX-XXXX

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

**Questions? Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-XXX-XXX-XXXX.  
This Settlement affects your legal rights even if you do nothing.**

# **Exhibit F**

**Court Approved Legal Notice**  
*Robert Pessia, et al. v. Warren General Hospital*  
**Case No. 501-2023**  
Warren County Court of Common Pleas

**If your Private Information was accessed as a result of the Data Incident involving Warren General Hospital between September 15, 2023, and September 23, 2023, you may be entitled to benefits from a settlement.**

*This is not a solicitation from a lawyer.*

**For more information about the Settlement and how to file a Claim Form visit or call:**

www.xxxxxxxxxx.com

1-XXX-XXX-XXXX

<<UniqueID:>>

*Warren General Data Breach Litigation*  
Settlement Administrator  
P.O. Box XXXX  
Portland, OR 97XXX-XXXX

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Forwarding Service Requested



Postal Service: Please do not mark barcode

[CLAIMANT INFO]

A proposed \$1.3 million Settlement arising out of a data breach has been reached with Warren General Hospital (“Warren General”). Between September 15, 2023, and September 23, 2023, an unauthorized third party potentially gained access to Settlement Class Members’ Private Information (the “Data Incident”). Private Information includes names, address, Social Security numbers, date of birth, Driver’s license number, financial account information, payment card information, health insurance claims information, medical information involving diagnosis, medications, lab results, and other treatment information.

**Who is Included?** The Settlement Class includes all natural persons in the United States whose Private Information was accessed as a result of the Data Incident, including those who were sent a notice by Warren General of the Data Incident. Warren General sent the notice around November 2023.

**What does the Settlement Provide?** If you are a Settlement Class Member, you may be able to receive **one** of the following Settlement Benefits:

**Cash Payment A** – You may submit a timely and valid Claim Form and provide supporting documentation that you spent money or incurred losses related to the Data Incident for up to \$5,000.

**OR**

**Cash Payment B** – Instead of selecting Cash Payment A and providing supporting documentation, you may choose to receive a flat cash payment with no required documentation. The amount of your Cash Payment B depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid Cash Payment A claims.

The Settlement Administrator will have discretion to treat incomplete Cash Payment A claims for treatment under Cash Payment B.

**How To Get Benefits:** You must submit a timely and valid Claim Form online or by mail **postmarked** by **Month XX, 20YY**.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month XX, 20YY**. If you do not exclude yourself, you will release any legal claims you may have against Warren General and the Released Parties about the legal claims in this lawsuit. If you do not exclude yourself, you may object to the Settlement by **Month XX, 20YY**. The Long Form Notice on the Settlement Website has instructions on how to exclude yourself or object. If you do nothing, you will get no Settlement Benefits, and you will be bound by the Settlement and any judgments and orders.

**The Final Approval Hearing.** The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Service Awards, Attorneys’ Fees and Costs request of up to 35% of the \$1.3 million Settlement Fund, as well as any objections to the Settlement. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

**More Information.** Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com), or by calling toll free 1-XXX-XXX-XXXX.





# **Exhibit G**

**IN THE PENNSYLVANIA COURT OF COMMON PLEAS  
WARREN COUNTY**

ROBERT PESSIA, PETER HETTMAN,  
HEIDI TULLER, ROBERT MARRONE, and  
JEAN BERRY individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

WARREN GENERAL HOSPITAL,

Defendant.

CIVIL DIVISION

CASE NO. 501-2023

CONSOLIDATED CLASS ACTION

**[PROPOSED] ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

The Court, having considered all matters submitted to it at the preliminary approval hearing and otherwise, and finding no just reason for delay in entry of this Preliminary Approval Order,<sup>1</sup> and good cause appearing therefore, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

**PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

1. The Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") as Exhibit 1 is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

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<sup>1</sup> Unless otherwise indicated or defined separately herein, all capitalized terms share the same definitions as those terms are defined in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this lawsuit, Plaintiffs Robert Pessia, Peter Hettman, Heidi Tuller, Robert Marrone, and Jean Berry (“Plaintiffs”), individually and on behalf of all others similarly situated, and Defendant Warren General Hospital (“WGH” or “Defendant”) (together with Plaintiffs, the “Parties”).

3. This Order is based on Pennsylvania Rule of Civil Procedure 1702.

4. The Court finds that the Parties’ Settlement as set forth in Exhibit 1 to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm’s-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members.

### **PROCEDURAL HISTORY**

5. This case arises out of a Data Incident at WGH between September 15, 2023, and September 23, 2023. WGH is a Pennsylvania-based healthcare provider which has its principal place of business at 2 W Crescent Park, Warren, PA 16365. As a condition of receiving health services at WGH, current and former patients like Plaintiffs are required to provide personal information.

6. Plaintiffs allege that the Data Incident resulted in the unauthorized access to files within WGH’s systems. As a result of Data Incident, WGH notified approximately 168,921 individuals that their Private Information was potentially impacted in the Data Incident.

7. On December 1, 2023, Plaintiff Robert Pessia filed *Pessia v. Warren General Hospital*, Case No. 501 in this Court asserting various state law claims as a result of the Data Incident. Subsequent additional actions were filed in both federal court and in this Court.

8. On January 29, 2024, the Court consolidated four related actions into this Action and appointed Andrew W. Ferich of Ahdoot & Wolfson, P.C. and Danielle L. Perry of Mason LLP as Interim Co-Lead Class Counsel for the putative class. Plaintiffs then filed a Consolidated Class Action Complaint against the Defendant alleging: (a) negligence; (b) breach of contract; (c) breach of implied contract; (d) breach of fiduciary duty; (e) breach of confidence; (f) unjust enrichment; (g) breach of the Pennsylvania Unfair Trade and Consumer Protection Law; and (h) for declaratory judgment.

9. Plaintiffs alleged they and class members suffered or will suffer: (i) risk of fraud and identity theft; (ii) lost or diminished value of Private Information; (iii) out-of-pocket expenses associated with mitigation efforts; (iv) lost opportunity costs due to mitigation efforts, e.g. lost time; (v) invasion of privacy; and (vi) emotional distress, fear, anxiety, nuisance, and annoyance.

10. Plaintiffs sought various relief, including monetary relief and equitable relief enjoining Defendant from engaging in the wrongful conduct complained of and compelling Defendant to use appropriate methods and policies with respect to data collection and security.

### **SETTLEMENT BENEFITS**

11. The Settlement negotiated on behalf of the Class provides for a \$1,300,000 non-reversionary Settlement Fund that will be used to pay for Settlement Administration Costs, taxes, and any service awards (“Service Awards”) and attorneys’ fees and costs (“Fees and Costs”). The remaining amount in the net settlement fund (the “Net Settlement Fund”) will be used to pay for Valid Claims submitted by Settlement Class Members for Settlement Benefits. Settlement Class Members may submit a Claim for only one of the following Settlement Benefits:

a. Cash Payment A – Documented Losses Payment: Settlement Class Members may submit a Claim for Cash Payment A (“Documented Losses Payment”) seeking up to \$5,000 per

person for the reimbursement of documented losses (“Documented Losses”) with reasonable documentation. Documented Losses must be supported sufficiently to show that the claimed loss is more likely than not a result of the Data Incident. The Settlement Administrator will review these Claims for compliance with the requirements of the Settlement Agreement. Any Claim for a Cash Payment A – Documented Loss Payment that is rejected, if not timely cured, may instead be considered for a Cash Payment B – Flat Cash Payment by discretion of the Settlement Administrator.

b. Cash Payment B – Flat Cash Payment: Settlement Class Members may instead elect to receive a *pro rata* flat cash payment (“Flat Cash Payment”). The actual amount a Settlement Class Member will receive for this option may be more or less depending on the number of Valid Claims submitted. Settlement Class Members who submit a Claim for a Flat Cash Payment are not entitled to also select the Documented Loss Payment (Cash Payment A).

12. In addition to the monetary Settlement Benefits, WGH will implement data security measures and enhancements for a period of three years following entry of the Final Approval Order and Judgment.

13. The Settlement Fund shall be used to make payments for the following: (i) Settlement Administration Costs; (ii) attorneys’ fees and litigation costs and expenses; (iii) Valid Claims for Documented Losses Payments (Cash Payment A), up to \$5,000 per Claim; (iv) Valid Claims for Flat Cash Payments (Cash Payment B), to be paid on a *pro rata* basis; and (v) taxes.

14. Importantly, the Settlement Fund is non-reversionary. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims for Cash Payment B who cashed or deposited the initial payment they

received, assuming such payment is over \$3.00. Should any amount remain in the Net Settlement Fund, 100% of the amount remaining in the Net Settlement Fund 45 days following the 180-day check negotiation period and after all efforts to re-send returned Settlement payments have conclude, shall be given to the Pennsylvania Interest on Lawyers Trust Account Board (PA IOLTA), pursuant to Pa. R. Civ. P. 1716.

### **CLASS CERTIFICATION**

15. For purposes of settlement only, the Court provisionally certifies the class, defined as follows:

All natural persons in the United States whose Private Information was accessed as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter), the Court's immediate family, and Court staff.

16. The Court provisionally finds, pursuant Pa. R. Civ. P. 1708, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) the Court finds that the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

### **CLASS COUNSEL AND THE CLASS REPRESENTATIVES**

17. Plaintiffs Robert Pessia, Peter Hettman, Heidi Tuller, Robert Marrone, and Jean Berry are hereby provisionally designated and appointed as the Class Representatives. The Court

provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

18. The Court finds that Andrew W. Ferich of Ahdoot & Wolfson, PC and Danielle L. Perry of Mason LLP are experienced and adequate counsel, and are provisionally designated as Class Counsel.

**NOTICE TO SETTLEMENT CLASS**

19. No later than 45 days after the entry of the Preliminary Approval Order (i.e., the Notice Date), or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Notice to the Settlement Class Members as follows:

- a. For any Settlement Class Member for whom a physical address is reasonably available, the Settlement Administrator will send the Notice (in Postcard form) by U.S. mail, postage prepaid;
- b. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address (“NCOA”) database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by WGH;
- c. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

- d. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. If the Parties elect re-mailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.
- e. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed; and
- f. Mailed Notice shall also be enhanced by the Digital Advertisement Notice.

20. Prior to any dissemination of the Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint in the Action, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

21. The Long Form Notice, Postcard Notice, Digital Advertisement Notice and Claim Form, attached as Exhibits E, F, B and A, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process. The Court further finds that the

form, content, and method of providing the Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

22. The Notice Program set forth in the Settlement Agreement provides the best notice practicable under the circumstances, and is hereby approved.

23. The Settlement Administrator is directed to carry out Notice and the Notice Program, as set forth in the Settlement Agreement.

#### **OPT-OUT AND OBJECTIONS**

24. Class Members may submit a request to opt-out or object to the Settlement 30 days before the Final Approval Hearing. Any Settlement Class Member may submit a request to opt-out of the Settlement at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be in writing and must identify the case name “*Pessia, et al. v. Warren General Hospital*,” be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

25. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Any Class Member who timely requests exclusion shall not: (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

26. Any Class Member who wishes to object shall submit a timely written notice of his or her objection within the Objection Period, which is 30 days before the Final Approval Hearing. For an objection to be considered by the Court, the objection must also set forth: (a) the objector’s full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards; (e) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action

settlement within the preceding 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector’s signature (an attorney’s signature is not sufficient). All objections must be submitted to the Settlement Administrator and to the Court either by mailing them to: Clerk, Warren County Court of Common Pleas, 204 4th Avenue, Warren, Pennsylvania, 16365, or by filing them in person at the Courthouse. A copy of all objections must be served upon Class Counsel identified below. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above.

27. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in the last paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

28. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval Order and Judgment shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

#### **ADMINISTRATION OF SETTLEMENT**

29. The Class Representatives, Class Counsel, and WGH have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who

submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in Sections III and VII of the Settlement Agreement.

30. The Court appoints Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator.

31. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

32. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

33. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, 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 Final Approval Order and Judgment.

34. The Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs

and expenses awarded to Class Counsel; and (4) all Settlement Administration Costs,<sup>2</sup> pursuant to the terms and conditions of the Settlement Agreement.

**FINAL APPROVAL HEARING**

35. A Final Approval Hearing shall be held on \_\_\_\_\_, 2025 at the \_\_\_\_\_ to be noticed on the Settlement Website.

36. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

37. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the Application for Attorneys’ Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things: (a) Determine that the Settlement is fair, adequate and reasonable; (b) Finally certify the Settlement Class for settlement purposes only; (c) Determine that the Notice Program satisfies Due Process requirements; (d) Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court’s injunctions; (e) Release Defendant and the Released Parties from the Released Claims; and (f) Reserve the Court’s continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all

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<sup>2</sup> “Settlement Administration Costs” is defined in the Settlement Agreement as: “all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.”

Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

38. Class Counsel shall file an Application for Attorneys' Fees, Costs and Class Representatives' requests for Service Awards no later than 45 days before the original date set for the Final Approval Hearing.

39. Class Counsel shall file a motion for Final Approval and Judgment of the Settlement no later than 21 days before the original date set for the Final Approval Hearing.

### **TERMINATION**

40. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions, if the Settlement is not finally approved by the Court or is terminated in accordance with Section XIV of the Settlement Agreement.

41. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

42. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant. After payment of any Settlement

Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

43. In the event of a termination, the Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

44. In the event the Settlement is terminated in accordance with the provisions of the Agreement, any discussions, offers, or negotiations associated with the Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

45. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against WGH of any fault, wrongdoing, breach, liability, or the certifiability of any class.

#### **SUMMARY OF DEADLINES**

46. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to:

Defendant shall prepare and provide the Class List to the Settlement Administrator	7 days after the Court enters the Preliminary Approval Order
Deadline to mail Notices (the “Notice Date”)	No later than 45 days after the Court enters the Preliminary Approval Order
Deadline to File Claim Form	15 days before the original date set for the Final Approval Hearing
Deadline to File Request to Opt-Out or Objection	30 days before the original date set for the Final Approval Hearing
Deadline to file Motion for Final Approval of Settlement	21 days before the original date set for the Final Approval Hearing
Deadline to File Motion for Fee Award and Costs, and Service Awards	45 days before the original date set for the Final Approval Hearing
Final Approval Hearing date	TBD

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Date: \_\_\_\_\_, 202\_

\_\_\_\_\_  
HONORABLE ROBERT G. YEATTS