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Civil Administration
T. BARRETT

EXHIBIT 1

Case ID: 230702146
Control No.: 25090598

IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY, PENNSYLVANIA

JANE DOE, Individually, and on behalf of all others similarly situated, Plaintiff, vs. MAIN LINE FERTILITY, LTD. and MAIN LINE FERTILITY CENTER, INC., collectively d/b/a MAIN LINE FERTILITY, Defendants.	No.: 230702146 Assigned to: Hon. James Crumlish III

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among: (i) Plaintiff, Jane Doe ("Plaintiff"); (ii) the Settlement Class (as defined herein); and (iii) Defendants, Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility ("MLF" or "Defendants"). The Settlement Class and Plaintiffs are collectively referred to as the "Plaintiffs" unless otherwise noted. The Plaintiffs and the Defendants are collectively referred to herein as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action (the "Action") was originally filed by Plaintiff Jane Doe on July 21, 2023, in the Court of Common Pleas of Philadelphia County, Pennsylvania. The material allegations of the operative Complaint center on Defendant's alleged deployment of third-party tracking, analytics and/or advertising technologies including the Meta Pixel on its public website in violation of certain laws and without user consent. Plaintiffs asserted claims against

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Defendant for: (1) negligence; (2) invasion of privacy; (3) breach of implied contract; (4) unjust enrichment; (5) breach of fiduciary duty; (6) violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 PA. STAT. § 20101 *Et. Seq.*; and (7) Violation of the Pennsylvania Wiretapping and Electronic Surveillance Control Act 18 PA. C.S. § 5701, *et. seq.* On September 19, 2023, MLF filed its Preliminary Objections to Complaint along with its Memorandum of Law and New Matter. After briefing, on January 17, 2024, the Court overruled MLF's Preliminary Objections and ordered MLF to file an Answer to Plaintiff's Complaint. On February 6, 2024, MLF filed its Answer to Complaint with New Matter.

B. In the year after MLF filed its Answer, the Parties engaged in substantive discovery efforts and settlement discussions, and ultimately agreed to participate in a private mediation with Bruce Friedman of Judicial Arbitration and Mediation Services ("JAMS"), a well-respected class action mediator with deep experience in the mediation of civil disputes focused on website tracking technology.

C. As part of the mediation, and in order to competently assess their relative positions, the Parties exchanged formal discovery and mediation briefing, addressing issues such as the size and scope of the proposed settlement class, the alleged tracking activity at issue, and certain facts related to the strength of Defendant's defenses. The Parties had sufficient information at mediation to assess the strengths and weaknesses of their respective claims and defenses.

D. The mediation took place remotely on July 16, 2025. At the end of the mediation the Parties reached agreement on all material terms of a proposed class action settlement.

E. Defendants deny any wrongdoing whatsoever and dispute that they committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged in the Action and believe they would have prevailed at summary judgment and/or trial. Nonetheless, taking into account the uncertainty, risks, and expense inherent in any litigation,

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Defendants have concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendants, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

F. Plaintiff and Class Counsel recognize that Defendants have raised factual and legal defenses that, if successful, could prevent or limit any recovery. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendants through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendants, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

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AGREEMENT

1. DEFINITIONS.

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

1.1 "Action" means *Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility*, Case No. 230702146, pending in the Court of Common Pleas for Philadelphia County, Pennsylvania.

1.2 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.3 "Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.4 "Claim Form" means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. Settlement Class Members who wish to file a Claim for a payment shall be able to submit the Claim Form in either electronic or paper format in the manner described below.

1.5 "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Preliminary Approval Order. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 "Class Counsel" means CohenMalad LLP, J Stranch, Jennings & Garvey PLLC, Strauss Borelli, LLP, and Saltz Mongeluzzi & Bendesky P.C.

1.7 "Class Representative" means the named Plaintiff in this Action, Jane Doe.

1.8 "Court" means the Court of Common Pleas of Philadelphia County, Pennsylvania and the Judge presiding over the Action.

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1.9 "Defendants" or "**MLF**" mean Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility.

1.10 "Defendants' Counsel" means Baker & Hostetler LLP.

1.11 "Effective Date" means the day after the date after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.12 "Exclusion Deadline" means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date, or such other date as ordered by the Court.

1.13 "**Fee Award**" means the amount of attorneys' fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendants.

1.14 "Final" means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*. Notwithstanding the above, any order modifying or reversing any Fee Award or Incentive Award, or appeal solely thereof, made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

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1.15 "Final Approval Hearing" means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representatives. The hearing may be held remotely, and if so, access instructions will be posted on the Settlement Website.

1.16 "Final Judgment" means the Final Judgment and Order to be entered by the Court approving the Agreement and making such other final rulings as are contemplated by this Settlement Agreement after the Final Approval Hearing. Class Counsel shall move the Court for a Final Approval Order of this Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Parties' Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program.

1.17 "Notice" means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, 231 Pa. Code Chapter 1700, and is substantially in the form of **Exhibits B** and **C** hereto.

1.18 "Notice Date" means the date by which the initial Direct Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.19 "Objection Deadline" means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date, or such other date as ordered by the Court.

1.20 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or

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agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.21 "Plaintiffs" means Jane Doe and the Settlement Class Members.

1.22 "Preliminary Approval" means the Court's certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.23 "Preliminary Approval Order" means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

1.24 "Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta Pixel or other tracking, analytics and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising

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out of the Defendant's use of the Meta Pixel and/or any other tracking, analytics and/or advertising technologies, or the allegations, facts, or circumstances described in the Action. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant, if any.

1.25 "Released Parties" means Defendants, Assure Fertility Partners of Philadelphia, LLC, Inception Fertility Ventures, LLC, as well as any and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.26 "Releasing Parties" means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.27 "Settlement Administration Expenses" means the expenses billed by the Settlement Administrator for providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendants.

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1.28 "Settlement Administrator" means Simpluris or such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.29 "Settlement Class" or "**Class Member**" means all patients of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, who had a patient portal account with Main Line Fertility as of February 5, 2025.[1] Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

1.30 "Settlement Class Member" means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.31 "Settlement Website" means a website, referenced in Section 4(e) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced herein. The Settlement Website shall be deactivated ninety (90) days after the Effective Date.

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[1] The number of distinct portal account users is estimated to be approximately 14,000, and while no tracking technologies were installed inside MLF's patient portal, the parties have agreed to this definition **for settlement purposes only** because MLF can ascertain their status as a patient during the relevant time frame, those persons are more likely to have used and interacted with the MLF website during the relevant time frame, and MLF should have contact information for those individuals.

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1.32 "United States" as used in this Settlement Agreement includes the District of Columbia and all territories.

1.33 "Unknown Claims" means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties or the Released Claims or might have affected his or her decision to agree, object or not to object to and/or participate in the Settlement. Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by

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operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members. Defendants will pay or cause to be paid the following: (i) Automatic availability of the Privacy Shield product; (ii) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3 below; (iii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Paragraph 4 below; (iv) the Fee Award, as described in Paragraph 8.1 below; and (iv) any Incentive Award to the Plaintiff, as may be ordered by the Court and as described in Paragraph 8.3 below.

2.2 Schedule of Payments. Defendants will make payments in accordance with the following schedule:

(a) *Notice and Other Administrative Costs*. Amounts for Notice and Other Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced to Defendant and become due and owing.

(b) *Fee Award*. An amount equal to the Fee Award as ordered by the Court, to be paid as described at Paragraph 8.1, below.

(c) *Incentive Award*. An amount equal to $3,500.00 or as ordered by the Court, to be paid to Plaintiff as described at Paragraph 8.3, below.

(d) *Payment of Approved Claims*. An amount equal to $35.00 multiplied by the number of Approved Claims, which amount is to be paid within thirty (30) days after the Effective Date.

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(e) *Instructions for Privacy Shield Pro*. Instructions for how to enroll in the Privacy Shield Pro product will be sent to Class Members within thirty (30) days of the Effective Date.

2.3 Claims Process. Each Settlement Class Member will be entitled to automatically receive a code for redeeming the Privacy Shield product and may submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment*. Each Settlement Class member may submit a claim for a cash payment of $35.00.

2.3.a.1 *Method of Payment*. Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

2.3.a.2 *Payment Date*. Cash payments for Approved Claims will be paid thirty (30) days after the funding as set forth in Section 2.2 (d) above.

(b) *Privacy Shield Pro.* Each Settlement Class member will automatically receive a code in their Notice which provides the ability to enroll in two years of Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services.

2.3.b.1 *Enrollment.* Instructions for how to enroll in the Privacy Shield Pro product will be sent within thirty (30) days of the Effective Date. The instructions will include the code for enrollment.

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2.4 Proof of Claim. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

2.5 Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. Each Claim Form must be (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and 2.4, above, or is submitted after the Claims Deadline.

2.6 Cash Benefit – Uncleared Checks. Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared within one-hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members; provided, however, that within thirty (30) days thereafter the Settlement Administrator must pay an amount equal to the uncleared checks on a cy pres basis and pursuant to 231 Pa. Code Rule 1716 as follows: 100% 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.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

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3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE SETTLEMENT CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List*. No later than seven (7) days after Preliminary Approval, Defendant shall produce to the Settlement Administrator an electronic list from their records that includes the names and email addresses, to the extent available and excluding duplicates, belonging to Persons within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In

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the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where feasible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice. If more than 30% of Settlement Class Members' emails are unable to be sent or bounce back, the Parties and Settlement Administrator will confer on a process for supplemental notice

(c) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at a URL approved by Class Counsel and Defendant's Counsel, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

(d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

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4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include:(1) his/her name, current address, telephone number, and unique

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ID; 2) a signature; 3) the name and number of the case; and 4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid unless the parties agree to treat it as valid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6 The Final Approval Hearing shall be no earlier than seventy-five (75) days after entry of the Preliminary Approval Order.

4.7 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.8 No Person shall have any claim against the Settlement Administrator, Defendants, Defendants' Counsel, Plaintiff's Counsel and/or the Representative Plaintiff based on distributions of benefits to Settlement Class Members.

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4.9 No public out-of-court statements will be made about the Settlement by Class Counsel, the Class Representative, Defendants or Defendants' Counsel other than through the agreed content to be posted on the Settlement Website. Nothing in this Settlement Agreement shall be interpreted to prevent Class Counsel from informing or advising Class Members about the terms of, their rights under, the Settlement Agreement.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendants' Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

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(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel with the final listing to be provided no later than seven (7) days following the Exclusion Deadline;

(c) Provide weekly reports to Class Counsel and Defendants' Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(d) Make available for inspection by Class Counsel or Defendants' Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

(e) Deliver to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections (valid and invalid); and confirm in writing its completion of the administration of the Settlement.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The

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Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the Settlement Administrator shall decide.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendants or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

6.2 Subject to Paragraphs 9.1-9.3 below, Defendants shall have the right, but not the obligation, in their sole discretion, to terminate this Agreement by providing written notice to Class

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Counsel within seven (7) days after the last day on which Settlement Class Members may submit a Request for Exclusion if more than 50 people of the total Settlement Class Members exercise their right to opt out of the Settlement.

6.3 The Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the Incentive Award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Incentive Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, C, and D** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

7.2 Defendants' agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendants retain all of their objections, arguments, and defenses with respect to class certification and any other issue, and

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reserve all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms

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and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, the Settlement Class, and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Pennsylvania Rules of Civil Procedure, the Due Process Clause of the United States and Pennsylvania Constitutions, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and

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interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1 Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed three hundred thousand dollars and no cents ($300,000.00). Class Counsel will petition the Court for an award of such attorneys' fees no later than fourteen (14) days before the Objection Deadline, and Defendants agree to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agree to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

8.2 The Fee Award shall be payable twenty-one (21) days after the Effective Date. At least thirty (30) days prior to the Effective Date, Class Counsel will provide all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Defendant by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Defendants.

8.3 Subject to Court approval, Plaintiff Jane Doe may be paid an Incentive Award by the Defendants, in addition to any settlement payment as a result of an Approved Claim pursuant

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to this Agreement, and in recognition of her efforts on behalf of the Settlement Class. Plaintiff may request an incentive award of $3,500.00. Defendants will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representative if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as an Incentive Award for the Class Representative. Such award will be paid by Defendants (in the form of a check to the Class Representative that is sent in care of Class Counsel) within twenty-one (21) days after the Effective Date, or, if an appeal is taken, within ten (10) days after all appeals have expired or been exhausted in such manner as to affirm the Court's order.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the day after the date upon which the last (in time) of the following events occurs:

(a) The Parties and their counsel have executed this Agreement;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The time to appeal has been exhausted and Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this

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Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

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10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them against the Released Parties.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendants, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the

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Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.6 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.7 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

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10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.9 Except as otherwise provided herein, each Party shall bear its own costs.

10.10 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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10.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

10.16 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Lynn Toops and Amina Thomas, CohenMalad, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, 46204, J. Gerard Stranch and Andrew Mize, Stranch, Jennings & Garvey, PLLC, 223 Rosa L. Parks Avenue, Suite 200, Nashville, Tennessee, 37203, Samuel Strauss and Raina Borelli, Strauss & Borelli, LLP, One Magnificent Mile, 980 N Michigan Avenue, Suite 1610, Chicago, Illinois 60611; Patrick Howard, Saltz Mongeluzzi & Bendesky P.C., 1650 Market Street, 52nd Floor, Philadelphia, PA 19103; and Edward J. McAndrew and Nathalie A. Freeman, Baker & Hostetler LLP, 1735 Market Street, Suite 3300, Philadelphia, PA 19103.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 08 / 26 / 2025

JANE DOE

By: Jane Doe

Jane Doe, individually and as representative of the Settlement Class

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Dated: 8/27/2025

MAIN LINE FERTILITY, LTD.

By: DocuSigned by: TJ Farnsworth
3A5071333F7A4DB...

Name: TJ Farnsworth

Title: CEO

Dated: 8/27/2025

MAIN LINE FERTILITY CENTER, INC.

By: DocuSigned by: TJ Farnsworth
3A5071333F7A4DB...

Name: TJ Farnsworth

Title: CEO

Case ID: 230702146
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Docusign Envelope ID: E45B3561-E9B1-41DD-9D3F-CAC637EEF498

IT IS SO STIPULATED BY COUNSEL:

Dated: 8-27-2025

COHEN & MALAD, LLP

Lynn Toops

By:_____

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Amina A. Thomas (No. 34451-49)
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Plaintiff and Settlement Class Counsel

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Dated: 8/27/2025

BAKER & HOSTETLER LLP

By:_____
Edward J. McAndrew (PA I.D. 77103)
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Attorneys for Defendants

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EXHIBIT A

Case ID: 230702146
Control No.: 25090598

Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility,
Court of Common Pleas for Philadelphia County, Pennsylvania
Case No. 230702146

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [_____], or submitted online on or before [_____].

The full notice of this settlement is available at **[hyperlink]**.

To be eligible to receive cash benefits from the settlement obtained in this class action lawsuit, you must submit this completed and signed Claim Form online at [URL] or by mail to [ADDRESS].

CLAIMANT INFORMATION, PAYMENT METHOD ELECTION, AND SIGNATURE

If you wish to receive a $35 cash payment, please provide your name and contact information below and sign and date. If your contact information changes after submission of this Claim Form, please notify the Settlement Administrator to ensure your payment reaches you.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY **STATE** **ZIP CODE**

EMAIL ADDRESS

Your Class Member Login ID: [INSERT:_____]
Your Class Member Password: [INSERT:_____]

Unless you indicate otherwise, the cash payment will be sent in the form of a check. If you would like payment in a different form, please select from the options below:

Venmo ❑ Venmo Username: _____

PayPal ❑ PayPal Email: _____

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Zelle ❑ Zelle Email: _____

By signing below I affirm that I was a patient of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, who had a patient portal account with Main Line Fertility as of February 5, 2025, and that all of the information on this Claim Form is true and correct to the best of my knowledge.

SIGNATURE **DATE**

MM **DD** **YY**

Please keep a copy of your Claim Form for your records.

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EXHIBIT B

Case ID: 230702146
Control No.: 25090598

From: _____Settlement@_____settlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility,
Court of Common Pleas for Philadelphia County, Pennsylvania
Case No. 230702146

a Class Action Settlement.

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, ("MLF"), deployed third-party tracking, analytics and/or advertising technology including the Meta Pixel on its public website without patient consent. MLF firmly denies all of Plaintiff's claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with the litigation.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all patients of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, who had a patient portal account with Main Line Fertility as of February 5, 2025.

What Can I Get? All Class Members are eligible for both 1) enrollment in the Privacy Shield Pro product and 2) a $35 cash payment.

1) **Privacy Shield Pro:** As a Class Member, you are automatically entitled to enroll in the Privacy Shield Pro product. After final approval of the Settlement, and within thirty (30) days of the Effective Date, you will receive an email with instructions on how to use the code below for enrollment. The email will also include this code:

Privacy Shield Code: [XXXXXX]

2) **Cash Payment:** To receive a $35 cash payment, you **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE]. If you need a paper claim form, please contact the Settlement Administrator listed in the last paragraph of this notice.

Your Class Member Login ID: [INSERT]
Your Class Member Password: [INSERT]

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What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [**objection/exclusion deadline**]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue MLF over the legal issues in the lawsuit. If you do not exclude yourself, you can object to the settlement and you or your lawyer can appear before the Court. Your written objection must be filed no later than [**objection/exclusion deadline**]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www._____settlement.com. If you file a claim, object, or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged deployment of tracking, analytics and/or advertising technologies in this case against MLF will be released.

Who Represents Me? The Court has appointed law firms CohenMalad LLP, J Stranch, Jennings & Garvey PLLC, Strauss Borelli, LLP, and Saltz Mongeluzzi & Bendesky P.C. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ .m. on [date] in Courtroom X at the Court of Common Pleas of Philadelphia County, Pennsylvania, 296 Philadelphia Pedestrian Transit, Philadelphia, PA 19107. The Court may also conduct the hearing remotely in which case instructions on how to attend remotely will be listed on the settlement website. You do not need to attend, but you can if you wish. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative, Jane Doe, $3,500.00 for her service in helping to bring and settle this case. MLF has agreed to pay Class Counsel reasonable attorneys' fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than $300,000.00, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www._____settlement.com, contact the settlement administrator at 1-___-___-____, [address], or call Class Counsel at [INSERT].

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EXHIBIT C

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Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility,
Court of Common Pleas for Philadelphia County, Pennsylvania
Case No. 230702146

If You Were a Patient of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, Who Had a Patient Portal Account with Main Line Fertility, You May Be Entitled to a $35 Payment From a Class Action Settlement.

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

- A settlement has been reached in a class action lawsuit claiming that Defendants, Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, ("MLF" or "Defendants"), deployed tracking, analytics and/or advertising technologies on its public website in violation of certain laws and without patient consent. MLF firmly denies all of Plaintiff's claims in the lawsuit and maintains that they did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with continuing litigation.

- You are included if you are or were a patient of Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, ("MLF"), who had a patient portal account with Main Line Fertility as of February 5, 2025.

- Persons included in the Settlement will be eligible to submit a Claim Form to receive a cash payment of $35.00. Class Members will also have the option to enroll in the Privacy Shield product.

- Defendants have agreed to pay all approved claims to the Settlement Class, together with notice and administrative expenses, approved attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representative.

- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the **only** way to receive a cash payment.
SIGN UP FOR PRIVACY SHIELD	This is the **only** way to enroll in the Privacy Shield product. You can do this in addition to submitting a claim form for a cash payment. You will be able to sign up if the settlement becomes effective and you will receive a separate email with instructions.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement. Objecting will **not** exclude you from the settlement. You will be

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	bound by the Settlement if/when it receives Court approval.
GO TO THE HEARING BY [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You **will not** get a share of the Settlement benefits and will give up your rights to sue the Defendants about the claims in this case.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility*, Case No. 230702146, pending in the Court of Common Pleas for Philadelphia County, Pennsylvania. The person who sued is called the Plaintiff. The Defendants are Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Jane Doe) sued on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit claims that Defendants violated the law by deploying tracking, analytics and/or advertising technologies on its public website without patient consent. Defendants firmly deny all of Plaintiff's claims in the lawsuit and maintain that they did nothing wrong.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid, timely claims will get compensation. The Class Representative and her counsel believe the

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settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The settlement does NOT mean that Defendant did anything wrong.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

All patients of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, who had a patient portal account with Main Line Fertility as of February 5, 2025.

Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief and Privacy Shield Product: Each Settlement Class Member will automatically receive a code to enroll in the Privacy Shield Pro product. The code is listed at the top of your Notice. Each Settlement Class Member who files a timely, valid claim will also have the option to select a cash payment of $35.00. In addition, Defendants have agreed to pay the costs of notice and administration of the settlement, approved attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representatives. To submit a claim, you can do so online here: [URL] Or you may request a paper form by calling the number at the bottom of this notice.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a payment. **If you submit a valid Claim Form and elect to receive a cash payment, you will**

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receive a $35.00 cash payment.

You must verify you are a Settlement Class Member when filing a claim by providing the Class Member Login ID and Class Member Password on the notice you received by e-mail. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please email info@XXXXXXX.com to verify your identity and receive your Class Member Login ID and Class Member Password.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 30 days after the Settlement has been finally approved and any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

You **must** complete and submit a Claim Form to receive a payment. You may submit a Claim Form either electronically on the Settlement Website by clicking here [insert hyperlink], or by printing and mailing in a paper Claim Form, copies of which are available for download here [insert hyperlink]. Claim Forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendants for the claims this Settlement resolve. The Settlement Agreement describes the specific claims you are giving up against the Defendants. You will be "releasing" the Defendants and their affiliates described in Section 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are "releasing" the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the "court documents" link on the Settlement Website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

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If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed law firms CohenMalad LLP, Stranch, Jennings & Garvey PLLC, Strauss Borelli, LLP, and Saltz Mongeluzzi & Bendesky P.C. to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting a thorough investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid separately by Defendant and awarded by the Court. Class Counsel is entitled to seek no more than $300,000.00, but the Court may award less than this amount.

As approved by the Court, the Class Representative will separately be paid an incentive award by Defendants for helping to bring and settle the case. The Class Representative may seek up to $3,500.00 as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the settlement. Your letter or request must be in writing and must: (i) identify the case name and number (*Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility*, Case No. 230702146); (ii) state the name. current address, telephone number, and unique ID of the Class Member seeking exclusion; (iii) be physically signed by the person(s) seeking exclusion; and (iv) must also contain a statement to the effect that "I hereby request to be excluded from the Settlement Class for purposes of this Settlement." You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

The MLF Settlement
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

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15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself you will not be entitled to any benefits of the settlement, and you should not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief stating that you object to the Settlement in *Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility*, Case No. 230702146, which must be personally signed, and identify all reasons for your objections. Your letter or brief must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court. Class Counsel's Motion for Fee Award will be filed with the Court and posted on the Settlement Website.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **[objection deadline].**

Court	Class Counsel	Defendant's Counsel

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Clerk's Office Court of Common Pleas of Philadelphia County, Pennsylvania 296 Philadelphia Pedestrian Transit, Philadelphia, PA 19107	Lynn A. Toops Amina A. Thomas CohenMalad, LLP One Indiana Square, Suite 1400 Indianapolis, Indiana 46204 (317) 636-6481 ltoops@cohenmalad.com athomas@cohenmalad.com J. Gerard Stranch, IV Andrew E. Mize Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, Tennessee 37203 (615) 254-8801 (615) 255-5419 (facsimile) Gstranch@stranchlaw.com amize@stranchlaw.com Samuel J. Strauss Raina Borelli Strauss & Borelli, LLP One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago, Illinois 60611 (872) 263-1100 sam@straussborelli.com raina@straussborelli.com Patrick Howard SALTZ MONGELUZZI & BENDESKY P.C. 1650 Market Street, 52nd Floor Philadelphia, PA 19103 Tel.:(215) 575-3859 Email: phoward@smbb.com	Edward J. McAndrew Baker & Hostetler LLP 1735 Market Street, Suite 3300 Philadelphia, PA 19103 (215) 564-8386 emcandrew@bakerlaw.com

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18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at _____ .m. on [date] in Courtroom X at the Court of Common Pleas of Philadelphia County, Pennsylvania, 296 Philadelphia Pedestrian Transit, Philadelphia, PA 19107. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www._____settlement.com] or call 1-800-000-0000.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay for your own lawyer to attend, but it's not required.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility*, Case No. 230702146." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]** and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

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22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www._____settlement.com. You may also write with questions to The MLF Settlement, c/o [Settlement Administrator], P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at (866) 748-6220, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

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EXHIBIT D

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IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY, PENNSYLVANIA

JANE DOE, Individually, and on behalf of all others similarly situated, Plaintiff, vs. MAIN LINE FERTILITY, LTD. and MAIN LINE FERTILITY CENTER, INC., collectively d/b/a MAIN LINE FERTILITY, Defendants.	No.: 230702146 Assigned to: Hon. James Crumlish III

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Jane Doe's ("Plaintiff") Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement between Plaintiff and Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility ("MLF" or "Defendants" and, together with Plaintiff, the "Parties"), with accompanying exhibits attached as **Exhibit 1** to Plaintiff's Memorandum of Law in Support of her Motion (the "Settlement Agreement").[1]

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

> All patients of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, who had a patient portal account with Main Line Fertility as of February 5, 2025.

[1] All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

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Specifically excluded from the Settlement Class are:

> (1) Any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

Pursuant to Pennsylvania Rule of Civil Procedure 1714, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it finds that, solely for the purposes of settlement and notice, the requirements of Pa. R. Civ. P. 1702, 1708, 1709 and 1714 have been met. Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class under the criteria set forth in Rule 1709 as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class, and Class Counsel has adequate financial resources to prosecute the litigation; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

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2. **Settlement Class Representatives and Settlement Class Counsel**. The Court finds that Plaintiff Jane Doe will likely satisfy the requirements of Rule 1709 and should be appointed as the Class Representative. Additionally, the Court finds that CohenMalad LLP, J Stranch, Jennings & Garvey PLLC, Strauss Borelli, LLP, and Saltz Mongeluzzi & Bendesky P.C. should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, that sufficient discovery has been taken or investigation completed to enable counsel and the court to act intelligently; that the proponents of the settlement are counsel experienced in similar litigation; the risks of establishing liability and damages, the range of reasonableness of the settlement in light of the best possible recovery, the range of reasonableness of the settlement in light of all the attendant risks of litigation, the complexity, expense and likely duration of the litigation, the stage of the proceedings and the amount of discovery completed, the recommendation of competent counsel, and all of the other factors required by Rules 1702, 1708, and 1709 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this county because a substantial part

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of the events or omissions giving rise to Plaintiff's claims occurred in this county.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 202___, [INSERT ADDRESS] [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Rules 1702, 1708, 1709, and 1710 ; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 1714; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for Service Awards should be approved.

6. **Settlement Administrator**. The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the

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Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 1712; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

10. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than thirty (30) days from the date on which the Initial Direct Notice program is complete pursuant to ¶ 4.1(b) in the Settlement Agreement, and as stated in the Notice.

In the event that within seven (7) days after the Opt-Out Date as approved by the Court, there have been more than fifty (50) timely and valid Opt-Outs (exclusions) submitted, Defendants may, by notifying Class Counsel and the Court in writing, void the Settlement

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Agreement. If Defendants void the Settlement Agreement, Defendants will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and the Service Award to the Class Representatives and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendants' counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances**. A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Website Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and Defendants' counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data

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Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number *Jane Doe v. Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility*, Case No. 230702146 (the "MLF Action") and must be filed with the Clerk of Court by the Objection Date, which is no later than thirty (30) days from the date on which the Initial Direct Notice program is complete pursuant to ¶ 4.1(b) in the Settlement Agreement, and served concurrently therewith upon Class Counsel and Defendants' Counsel, postmarked by the Objection Date, established by this Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in ¶ 4 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of

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Appellate Procedure and not through a collateral attack.

12. **Claims Process**. Settlement Class Counsel and Defendants' counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement**. This Preliminary Approval 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 existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used

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in the Litigation or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.*

14. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings:

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Event	Deadline
Defendant Provides Class Member Information To Settlement Administrator	Within 7 Days Of Entry Of Preliminary Approval Order
Deadline For Settlement Administrator To Begin Sending Short Form Notice (By Email)	Within Thirty (30) Days Of Entry Of Preliminary Approval Order (the "Notice Date")
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Date Deadlines	30 Days After Notice Date
Settlement Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Date
Claims Deadline	60 Days After Notice Date
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 75 Days After Entry Of Preliminary Approval Order

DONE AND ORDERED on this ___ day of _____, 2025.

_____
JUDGE

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EXHIBIT E

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IN THE COURT OF COMMON PLEAS
OF PHILADELPHIA COUNTY, PENNSYLVANIA

JANE DOE, Individually, and on behalf of all others similarly situated, Plaintiff, vs. MAIN LINE FERTILITY, LTD. and MAIN LINE FERTILITY CENTER, INC., collectively d/b/a MAIN LINE FERTILITY, Defendants.	No.: 230702146 Assigned to: Hon. James Crumlish III

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Jane Doe ("Plaintiff") and Main Line Fertility, Ltd. and Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility ("Main Line" or "Defendants" and, together with Plaintiff, the "Parties"), have entered into a proposed Class Action Settlement Agreement (the "Settlement"). The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiffs have moved the Court to grant final approval to the Settlement under Pennsylvania Rule of Civil Procedure 1714. The motion is not opposed by Defendants.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendants in the above-captioned case (the "Parties").

3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

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> All patients of Main Line Fertility, Ltd. and/or Main Line Fertility Center, Inc., collectively d/b/a Main Line Fertility, who had a patient portal account with Main Line Fertility as of February 5, 2025.

"Deployment" means the alleged deployment of third-party tracking, analytics and/or advertising technologies including the Meta Pixel on Defendants' public website. Excluded from the Settlement Class are (1) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

1. Specifically, the Court finds that the requirements of Pa. R. Civ. P. 1702, 1708, 1709 and 1714 appear to be met:

   a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;

   b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the alleged Deployment that predominate over questions affecting only individual members, such as whether Defendant breached any duty in failing to protect class members' data from unauthorized disclosure and access;

   c. The claims of the Class Representative are typical of the claims of the Settlement Class as they arise from the alleged Deployment;

   d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representative have no interests antagonistic to the Class, Class Counsel has adequate financial resources to prosecute the litigation, and Class Counsel are experienced in complex class action litigation;

   e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the alleged Deployment are substantially the same for all Class Members;

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f. Since settlement of this class action is proposed, certification presents no management issues to speak of;

g. Since settlement of this class action is proposed, certification presents no The prosecution of separate actions by individual members of the Class would create a risk of: (i) inconsistent or varying adjudications with respect to individual members of the Class which would confront the Defendant with incompatible standards of conduct; and (ii) adjudications with respect to individual members of the Class which would as a practical matter be dispositive of the interests of other members not parties to the adjudications or substantially impair or impede their ability to protect their interests;

h. To the Court's knowledge, no other litigation apart from the to the parties to the Settlement Agreement has yet been commenced by members of the Class involving any of the same issues presented herein;

i. This Court is an appropriate forum for the resolution of the claims of the entire Class;

j. In light of the complexities of the issues and the expenses of litigation, the separate claims of individual Class members are insufficient in amount to support separate actions; and

k. The expense and effort of administering the action is proportionate to the substantial monetary recovery for the Class, such that a class action is justified

5. The Court therefore certifies the Settlement Class, appoints Plaintiff Jane Doe Class Representative, and appoints CohenMalad LLP, J Stranch, Jennings & Garvey PLLC, Strauss Borelli, LLP, and Saltz Mongeluzzi & Bendesky P.C. as Class Counsel.

6. The Court finds that notice of the proposed Settlement was provided to the Settlement Class and that the notice met the requirements of Rules 1712 and Due Process.

7. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. The Court concludes that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights, taking into account (1) the risks of establishing liability and damages, (2) the range of reasonableness of the settlement in light of the best possible recovery, (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation, (4) the complexity,

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expense and likely duration of the litigation, (5) the stage of the proceedings and the amount of discovery completed, (6) the recommendations of competent counsel, and (7) the reaction of the class to the settlement. Specifically, the Court finds that:

(A) the Class Representative and Class Counsel have adequately represented the Class;
(B) the proposal was negotiated at arm's length;
(C) the relief provided for the class appears adequate, taking into account:
    (i) the costs, risks, and delay of trial and appeal;
    (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; and
    (iii) the terms of the proposed award of attorney's fees, including timing of payment; and
(D) the proposal treats class members equitably relative to each other.

8. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement Agreement to perform and satisfy the terms and conditions that are triggered by such final approval.

9. Upon the occurrence of the Effective Date, the Class Representative and the Class Members release and forever discharge Defendants and their insurers, and including but not limited to their current and former officers, directors, employees, attorneys and agents from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted or which could have been asserted in this lawsuit relating to the Deployment.

10. Upon the occurrence of the Effective Date, Defendants release all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of this lawsuit relating to the Deployment.

11. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

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Dated:

DONE AND ORDERED on this ___ day of _____, 2025.

JUDGE_____

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