

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

JOHN MACIEJCZYK, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

FIRST COMMONWEALTH FEDERAL CREDIT
UNION

Defendant.

Case No. 2024-C-2592

CLASS ACTION

CONSOLIDATED ACTION:

**2024-C-2649, 2024-C-2656, 2024-C-2664,
2024-C-2702, 2024-C-2749, 2024-C-2893**

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and First Commonwealth Federal Credit Union, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. This Class Action arises from a recent cyberattack resulting in suspected unauthorized access to sensitive information in the possession, custody and/or control of FCFCU relating to approximately 98,821 individuals (the “Data Incident”).

2. First Commonwealth Federal Credit Union (“FCFCU” or “Defendant”), is a federally-chartered credit union, which has its principal place of business at 6126 Hamilton Blvd, Suite 100, Allentown, PA 18106.

3. As part of its business, FCFCU maintains the Private Information of members, including names, addresses, dates of birth, Social Security numbers, and financial account numbers.

4. On August 8, 2024, Plaintiff John Maciejczyk filed the first related class action against FCFCU in the Court of Common Pleas of Lehigh County Pennsylvania, Case No. 2024-C-2592.

5. Subsequently, seven (7) related cases were filed: *Wagner v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2649 (the “Wagner Action”); *Campbell v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2656 (the “Campbell Action”); *Evangelist v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2664 (the “Evangelist Action”); *Detwiler v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2702 (the

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

“*Detwiler Action*”); *Pietruszynski v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2749 (the “*Pietruszynski Action*”); *Valle, et al, v. Commonwealth Federal Credit Union*, 2024-C-2893 (the “*Valle Action*”) and; *Ambrose-Manness v. First Commonwealth Federal Credit Union*, Case No. 5:24-cv-04358-JLS (E.D. Pa.).

6. The *Ambrose-Manness* matter is still currently pending in the Eastern District of Pennsylvania and is stayed pursuant to Order dated June 23, 2025. Upon the execution of this Settlement Agreement, the Plaintiff Ambrose-Manness agrees to dismiss the *Ambrose-Manness* matter without prejudice.

7. On September 25, 2024, the plaintiffs in the above-listed actions filed a joint motion to consolidate, which was granted on November 18, 2024.

8. On January 7, 2025, Plaintiffs filed a consolidated class action complaint asserting claims for negligence, negligence *per se*, breach of an implied contract, unjust enrichment, breach of fiduciary duty, and invasion of privacy — intrusion upon seclusion. On January 21, 2025, FCFCU filed its Answer with Affirmative Defenses to Plaintiffs’ Consolidated Complaint.

9. The Parties now agree to settle the Action entirely, without any admission by FCFCU of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. FCFCU has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the consolidated class action complaint, in the *Ambrose-Manness* matter pending in the Eastern District of Pennsylvania, and the Data Incident, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. FCFCU does not in any way acknowledge, admit to, or concede any of the allegations made in the consolidated class action complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could

have been asserted. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

10. Plaintiffs enter into this Agreement to recover on the claims asserted in the consolidated class action complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the consolidated class action complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, FCFCU, and all Settlement Class Members.

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

II. Definitions

11. **“Action”** means the above-captioned consolidated action, *Maciejczyk v. First Commonwealth Federal Credit Union*, Case No. No. 2024-C-2592, filed in the Court of Common Pleas of Lehigh County Pennsylvania as well *Ambrose-Manness v. First Commonwealth Federal Credit Union*, Case No. 5:24-cv-04358-JLS (E.D. Pa.).

12. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Settlement Agreement between Plaintiffs and FCFCU.

13. **“Application for Attorneys’ Fees, Costs, and Service Award”** means the application made with the Motion for Final Approval seeking attorneys’ fees, reimbursement for costs, and a Class Representative Service Award.

14. **“Cash Payment”** means the cash compensation paid to Settlement Class Members who elect to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

15. **“Cash Payment A” or “Cash Payment A – Documented Losses”** means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

16. **“Cash Payment B” or “Cash Payment B – Alternate Cash”** means the cash compensation that Settlement Class Members may elect under the Settlement.

17. **“Claim Form”** means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified as necessary, subject to the Parties’ approval.

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

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

20. **“Claim Process”** means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator determines which Claims are Valid Claims.

21. **“Class Counsel”** means: Ken Grunfeld of Kopelowitz Ostrow P.A. and Raina Borelli of Strauss Borrelli PLLC.

22. **“Class List”** is the class list provided by FCFCU to the Settlement Administrator. The Class List is a list of the Settlement Class Members.

23. **“Class Representatives”** means the Plaintiffs that sign the Settlement Agreement.

24. “**Court**” means the Court of Common Pleas of Lehigh County Pennsylvania, and the Judge(s) assigned to the Action.

25. “**Credit Monitoring**” means the CyEx Identity Defense Complete credit monitoring product with three years of monitoring that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

26. “**Data Incident**” means the unauthorized access to or acquisition of Private Information that occurred between June 26 and June 27, 2024.

27. “**FCFCU**” means First Commonwealth Federal Credit Union.

28. “**Defense Counsel**” means Joseph A. McNelis III of Constangy, Brooks, Smith & Prophete, LLP.

29. “**Effective Date**” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

30. “**Email Reminder Notice**” means the email notice of the Settlement, substantially in the form attached hereto as ***Exhibit 4***, that the Parties may jointly elect to instruct the Settlement Administrator to send to Settlement Class Members whose emails are included in the Class List during the Notice Period.

31. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

33. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Award.

34. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded.

35. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail upon request to the Settlement Administrator.

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

37. “**Motion for Preliminary Approval**” means the motion that Plaintiffs and Class Counsel shall file with the court seeking Preliminary Approval of the Settlement.

38. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs and any attorneys’ fees, costs, and Service Award approved by the Court.

39. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class, including the Postcard Notice, the Long Form Notice, the

Settlement Website, the Settlement telephone number, and if elected by the and potentially the Email Reminder Notice.

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

42. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement..

43. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

44. “**Parties**” means Plaintiffs and FCFCU.

45. “**Plaintiffs**” means John Maciejczyk, James Detwiler, Tara Pietruszynski, Megan Campbell, Erika Spence, John Evangelist, Mercedes Wagner, Antonio Valle, Felix Lapushner and Joshua Ambrose-Manness.

46. “**Private Information**” includes names, addresses, dates of birth, Social Security numbers, and financial account numbers of FCFCU members being stored by FCFCU at the time of the Data Incident.

47. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

48. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

49. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

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

51. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary, or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual, or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

52. **“Released Parties”** means FCFCU and FCFCU’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

53. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

54. **“Service Award”** means the payment the Court may award the Plaintiffs for serving as Class Representatives.

55. **“Settlement Administrator”** means Kroll Settlement Administration, LLC (“Kroll”).

56. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator relating to administration of the Settlement under the terms of this Agreement, including Notice, the Notice Program, and the Claim Process.

57. **“Settlement Class”** means all individuals residing in the United States whose Private Information was involved in the June 2024 Data Incident, including all those who received written notice of the Data Incident from FCFCU. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of FCFCU, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

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

59. **“Settlement Class Member Benefit”** means the Cash Payment and/or Credit Monitoring elected by Settlement Class Members.

60. **“Settlement Fund”** means the non-reversionary, all cash \$1,200,000.00 fund that FCFCU is obligated to fund or cause to be funded pursuant to Section III herein.

61. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Award, and Final Approval Order, as well as other documents the Parties

agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. Settlement Fund

63. FCFCU agrees to make a payment of, and deposit that payment into, the Settlement Fund as follows: (a) Within twenty (20) days of the Court granting Preliminary Approval of this Settlement Agreement, FCFCU shall pay all costs associated with notifying the Settlement Class Members of this Settlement Agreement in an amount estimated by the Claims Administrator (said amount being part of and not in addition to the Settlement Fund); and (b) within five (5) business days of the Effective Date, FCFCU shall pay into a Qualified Settlement Fund to be established and maintained by the Settlement Administrator the remaining portion of the Settlement Fund. For the avoidance of doubt, and for purposes of this Settlement Agreement only, FCFCU’s liability shall not exceed **One Million Two Hundred Thousand Dollars (\$1,200,000.00)**. In the event

there is no Final Approval or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to FCFCU.

64. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim; (2) all Settlement Administration Costs; (3) any Service Award approved by the Court; and (4) any attorneys' fees and costs awarded by the Court.

65. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on FCFCU, Defense Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. FCFCU, Defense Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold FCFCU, Defense Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

66. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. FCFCU agrees, solely

for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that FCFCU will not oppose the request of Plaintiffs and Class Counsel for provisional certification of a class for purposes of the Settlement; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, FCFCU shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Class Member Benefits

67. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. In addition to electing one of the Cash Payments, Settlement Class Members may also elect to receive Credit Monitoring in accordance with the terms of this paragraph. Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A and then for Cash Payment B. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

- i. Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member,

upon presentment of reasonable documented losses related to the Data Incident.

- ii. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury that they have incurred documented losses as a result of the Data Incident.
- iii. In order to submit a Valid Claim under this section, Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.
- iv. Settlement Class Members shall not be reimbursed for expenses under this section if the same expenses were previously reimbursed by another source, including the Claimant's bank, payment card issuer, or other financial institution, or compensation provided in connection with the credit monitoring and identity theft protection

product offered in the notification letter sent by FCFCU regarding the Data Incident.

- v. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if the Settlement Class Member's election of Cash Payment A is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim to the satisfaction of the Settlement Administrator, the claim for Cash Payment A will be rejected and the Settlement Class Member's Claim Form will be treated as if the Settlement Class Member had elected Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100.00. The actual amount of the payment to eligible Class Members under this section will be calculated by the Settlement Administrator.

c. Credit Monitoring

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also elect to receive Credit Monitoring, which will consist of three years of CyEx's Identity Defense Complete with: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

d. Injunctive Relief

Prior to Final Approval, FCFCU will provide Class Counsel with a confidential security attestation regarding security enhancements FCFCU implemented following the Data Incident and the estimated costs of such past and future measures. The costs of any such security enhancements shall be fully borne by FCFCU, and under no circumstances will such costs be deducted from the Settlement Fund.

VI. Settlement Approval

68. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint the Settlement Administrator; (7) appoint Plaintiffs as Class Representative and Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defense Counsel.

VII. Settlement Administrator

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

70. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and distributing the Cash Payments and issuing Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

71. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by sending Notice to the Settlement Class by Postcard Notice, Long Form Notice, and paper Claim Forms upon request from Settlement Class Members; reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency; and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain the Settlement Fund and the Escrow Account;
- c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- e. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class Member inquiries;
- g. Process all opt-out requests from the Settlement Class;
- h. Provide weekly reports to Class Counsel and Defense Counsel that

summarize the number of Claim Forms submitted, Claim Forms approved and rejected, Notice(s) of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

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

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

k. Email all Credit Monitoring activation codes to all Settlement Class Members who elect Credit Monitoring;

l. Pay Court-approved attorneys' fees and costs, and any Service Award, out of the Settlement Fund;

m. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and FCFCU, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Credit Monitoring activation codes have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

72. FCFCU will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, FCFCU will cooperate with updating the Class List(s) to accomplish the Notice Program and otherwise administer the Settlement.

73. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

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

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

Settlement Administrator.

76. After Notice begins, but well in advance of the Claim Form Deadline, the Parties will meet and confer to determine whether to jointly instruct the Settlement Administrator to send an Email Reminder Notice to Settlement Class Members whose emails are included in the Class List.

77. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out of the Settlement shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

78. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defense Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been

submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

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

they will appear at the Final Approval Hearing;

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

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

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

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

80. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. To the extent better addresses are found, the Settlement Administrator should attempt to re-mail the Postcard Notice.

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

IX. Claim Process and Disbursement of Cash Payments

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

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

84. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement

Agreement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

85. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

87. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the

Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the claimed amount, unless FCFCU and Class Counsel otherwise agree.

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

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the

Settlement Class.

- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defense Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

91. No person or entity shall have any claim against FCFCU, Defense Counsel,

Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

92. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

93. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have 90 days to select their form of payment. Paper checks must be negotiated within 90 days of issuance. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

94. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

95. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

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

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

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

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

XI. Service Award, Attorneys' Fees and Costs

98. *Service Award* – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to exceed \$2,000.00 each (\$20,000 total). If approved, the Service Award shall be paid by the Settlement Administrator out of the Settlement Fund within 15 business days of the Effective Date. The Service Awards to the Class Representatives shall be separate and apart from his entitlement to Settlement Class Member Benefits.

99. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs not to exceed \$20,000. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 15 business days of the Effective Date.

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

XII. Disposition of Residual Funds

101. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class members are sent an email to select their form of payment, any residual shall be distributed 100% to the Pennsylvania Interest on Lawyers' Trust Accounts Board ("PA IOLTA Board"), pursuant to 231 Pa. Code Rule 1716, to be approved by the Court.

XIII. Releases

102. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged FCFCU from any and all Released Claims.

103. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of or related to the Data Incident, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

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

105. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

107. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

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

109. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the FCFCU as described hereinabove. However, FCFCU shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

110. The grounds upon which this Agreement may be terminated are set forth in Section

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

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

XVI. No Admission of Liability

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

113. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and

time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

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

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

116. In addition to any other defenses FCFCU or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVII. Miscellaneous Provisions

117. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel

shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defense Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. FCFCU may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

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

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

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

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

122. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof.

This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

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

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

125. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original.

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

from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

Ken Grunfeld
Kopelowitz Ostrow P.A.
65 Overhill Road
Bala Cynwyd, PA 19004
grunfeld@kolawyers.com

Raina Borelli
Strauss Borrelli PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
raina@straussborrelli.com

If to FCFCU or Defense Counsel:

Joseph A. McNelis III
Constangy, Brooks, Smith & Prophete, LLP
1650 Market Street, Suite 3600
Philadelphia, Pennsylvania 19103
jmcnelis@constangy.com

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

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

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

130. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

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

133. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically

warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

PLAINTIFFS:



John Maciejczyk
Plaintiff

Date: 08 / 26 / 2025

James Detwiler
Plaintiff

Date: _____

Tara Pietruszynski
Plaintiff

Date: _____

Megan Campbell
Plaintiff

Date: _____

Erika Spence
Plaintiff

Date: _____

John Evangelist
Plaintiff


Date: _____

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PLAINTIFFS:

John Maciejczyk
Plaintiff

Date: _____



[James Detwiler Sr \(Jul 31, 2025 17:56:02 EDT\)](#)
James Detwiler
Plaintiff

Date: 07/31/2025

Tara Pietruszynski
Plaintiff

Date: _____

Megan Campbell
Plaintiff

Date: _____

Erika Spence
Plaintiff

Date: _____

John Evangelist
Plaintiff

Date: _____

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PLAINTIFFS:

John Maciejczyk
Plaintiff

Date: _____

James Detwiler
Plaintiff

Date: _____

Tara Pietruszynski

Tara Pietruszynski
Plaintiff

Date: 07 / 30 / 2025

Megan Campbell
Plaintiff

Date: _____

Erika Spence
Plaintiff

Date: _____

John Evangelist
Plaintiff

Date: _____

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PLAINTIFFS:

John Maciejczyk
Plaintiff

Date: _____

James Detwiler
Plaintiff

Date: _____

Tara Pietruszynski
Plaintiff

Date: _____


Megan Campbell (Jul 30, 2025 18:35:43 EDT)
Megan Campbell
Plaintiff

Date: 07/30/2025

Erika Spence
Plaintiff

Date: _____

John Evangelist
Plaintiff

Date: _____

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PLAINTIFFS:

John Maciejczyk
Plaintiff

Date: _____

James Detwiler
Plaintiff


Date: _____

Tara Pietruszynski
Plaintiff

Date: _____

Megan Campbell
Plaintiff

Date: _____



Erika Spence
Plaintiff

Date: 07 / 29 / 2025

John Evangelist
Plaintiff

Date: _____

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PLAINTIFFS:

John Maciejczyk
Plaintiff

Date: _____

James Detwiler
Plaintiff

Date: _____

Tara Pietruszynski
Plaintiff

Date: _____

Megan Campbell
Plaintiff

Date: _____

Erika Spence
Plaintiff

Date: _____

John Evangelist

ID oAvdq6v6JXnSWKxqtRbRsiTh

John Evangelist
Plaintiff

Date: 7/30/2025

Mercedes Wagner
Plaintiff

Date: Jul 31, 2025

Antonio Valle
Plaintiff

Date: _____

Felix Lapushner
Plaintiff

Date: _____

Joshua Ambrose-Manness
Plaintiff

Date: _____

CLASS COUNSEL

Ken Grunfeld

Ken Grunfeld (Jul 31, 2025 18:03:36 EDT)

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

Date: Jul 31, 2025

Raina Borelli
STRAUSS BORRELLI PLLC

Date: _____

FCFCU

By: _____
Its _____

Date: _____

DEFENSE COUNSEL

Joseph A. McNelis, III
**CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP**

Date: _____


Mercedes Wagner
Plaintiff

Date: _____


Antonio Valle (Jul 30, 2025 15:04:55 EDT)

Antonio Valle
Plaintiff

Date: 07/30/20


Felix Lapushner (Jul 31, 2025 13:14:23 EDT)

Felix Lapushner
Plaintiff

Date: 07/31/25

Joshua Ambrose-Manness
Plaintiff

Date: _____

CLASS COUNSEL

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

Date: _____

Raina Borelli
STRAUSS BORRELLI PLLC

Date: _____

FCFCU

By: _____
Its _____

Date: _____

DEFENSE COUNSEL

Joseph A. McNelis, III
**CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP**

Date: _____

Mercedes Wagner
Plaintiff

Date: _____

Antonio Valle
Plaintiff

Date: _____

Felix Lapushner
Plaintiff

Date: _____

~~Joshua Manness~~
Joshua George Ambrose Manness (Jul 31, 2025 11:52:04 EDT)
Joshua Ambrose-Manness
Plaintiff

Date: Jul 31, 2025

CLASS COUNSEL

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

Date: _____

Raina Borelli
STRAUSS BORRELLI PLLC

Date: _____

FCFCU

By: _____
Its _____

Date: _____

DEFENSE COUNSEL

Joseph A. McNelis, III
**CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP**

Date: _____

Mercedes Wagner
Plaintiff

Date: _____

Antonio Valle
Plaintiff

Date: _____

Felix Lapushner
Plaintiff

Date: _____

Joshua Ambrose-Manness
Plaintiff

Date: _____

CLASS COUNSEL

Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

Date: _____

Raina Borrelli

Raina Borelli
STRAUSS BORRELLI PLLC

Date: 08 / 02 / 2025

FCFCU

By: _____
Its _____

Date: _____

DEFENSE COUNSEL

Joseph A. McNelis, III
**CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP**

Date: _____

Mercedes Wagner
Plaintiff

Date: _____

Antonio Valle
Plaintiff

Date: _____

Felix Lapushner
Plaintiff

Date: _____

Joshua Ambrose-Manness
Plaintiff

Date: _____

CLASS COUNSEL


Kenneth Grunfeld
KOPELOWITZ OSTROW P.A.

Date: _____

Raina Borelli
STRAUSS BORRELLI PLLC

Date: _____

FCFCU

DocuSigned by:

18C24DE813D7499

By: Donna LoStocco
Its CEO

Date: 8/27/2025

DEFENSE COUNSEL



Joseph A. McNelis, III
**CONSTANGY, BROOKS,
SMITH & PROPHETE, LLP**

Date: 08/27/2025

EXHIBIT 1

<<Mailing caption>>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

FIRST-CLASS MAIL

U.S. POSTAGE PAID

CITY, ST

PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

LEGAL NOTICE

Maciejczyk v. First Commonwealth Federal Credit Union

Case No. 2024-C-2592

If you are an individual residing in the United States whose private information was compromised in the Data Incident including all those who received notice of the incident, you are eligible to receive a Settlement Class Member benefit from a class action settlement

This is not a solicitation from a lawyer.

This is NOT a Claim Form.

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

www.website.com

(XXX) XXX-XXXX

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed Settlement has been reached in a class action called *Maciejczyk v. First Commonwealth Federal Credit Union* ("FCFCU"), Case No. 2024-C-2592, pending in Court of Common Pleas of Lehigh County Pennsylvania, which arises from a recent cyberattack resulting in suspected unauthorized access to sensitive information in the possession and custody and/or control of Defendant impacted approximately 98,817 individuals (the "Data Incident"). Defendant denies Plaintiffs' claims, denies any wrongdoing, and maintains that it complied with all applicable laws and standards. The Court has not decided whether Defendant did anything wrong.

What Is This Postcard Notice About? The Court authorized this Postcard Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Postcard Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Who Is Included? You are part of the Settlement Class if you are an individual residing in the United States whose Private Information was compromised in the Data Incident including all those who received notice of the incident.

What Does the Settlement Provide? With Court approval, the Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Alternate Cash – an estimated \$100 Cash Payment; and in addition to a Cash Payment (c) Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete.

How to Get Benefits: To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to [\[Mailing Caption\]](#), c/o Kroll Settlement Administration LLC, P.O. Box [XXXX](#), New York, NY 10150-[XXXX](#). Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by [\[Claim Form Deadline\]](#) or by mail postmarked by [\[Claim Form Deadline\]](#). **TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM.**

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [\[Opt-Out Deadline\]](#) by mailing a request to opt-out to the Settlement Administrator at [\[Mailing Caption\]](#), c/o Kroll Settlement Administration LLC, P.O. Box [XXXX](#), New York, NY 10150-[XXXX](#) and postmarked on or before [\[Opt-Out Deadline\]](#). If you do not exclude yourself, you will release any claims you may have against FCFCU or Released Parties (as defined in the Settlement Agreement) related to the Action, as more fully described in the Settlement Agreement, available at the Settlement Website. If you do not exclude yourself, you may object to the Settlement by [\[Objection Deadline\]](#). Please review the Long Form Notice on the Settlement Website for further details.

The Final Approval Hearing. On [\[DATE\]](#), at [\[TIME\]](#) ET, the Court will hold a hearing in the Court of Common Pleas of Lehigh County Pennsylvania to approve: (1) the proposed Settlement as fair, reasonable, and adequate; and (2) the Application for Attorneys' Fees, Costs, and Service Award payments and reimbursement of litigation expenses. Settlement Class Members who support the proposed Settlement do not need to appear at the hearing or take any other action to indicate their approval. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

More Information. *This is only a summary of the proposed Settlement.* If you have questions, need to update your address or want to view the detailed Long Form Notice or other documents about the Action or the proposed Settlement, including the Settlement Agreement, you may visit www.website.com, call the Settlement Administrator at [\(XXX\) XXX-XXXX](#).

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Court of Common Pleas of Lehigh County Pennsylvania

Maciejczyk v. First Commonwealth Federal Credit Union

Case No. 2024-C-2592

A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.

If you are an individual residing in the United States whose private information was compromised in the Data Incident including all those who received notice of the incident, you are eligible to receive a Settlement Class Member benefit from a class action settlement

- A Court authorized this Notice, to those that are eligible to receive Settlement Class Member Benefits from a proposed class action Settlement. The Action is titled *Maciejczyk v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2592 and is pending in the Court of Common Pleas of Lehigh County Pennsylvania. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is First Commonwealth Federal Credit Union (“FCFCU” or Defendant). FCFCU denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All individuals residing in the United States whose Private Information was compromised in the Data Incident including all those who received notice of the incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) any Settlement Class Member that timely and validly requests to opt-out from the Settlement.

- Settlement Class Members under the Settlement Agreement will be eligible to receive:
 - ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a claim for a Cash Payment under this section for **up to \$5,000** per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident;

OR

- ❖ **Cash Payment B – Alternate Cash:** As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative Cash Payment in the estimated amount of **\$100**.

Settlement Class Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net

Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A and then for Cash Payment B.

Settlement Class Members may also select the following:

- ❖ **Credit Monitoring** – In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a claim for Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete.
- To submit a claim or obtain more information visit www.website.com or call (XXX) XXX-XXXX.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before <<Claim Form Deadline>>.
Exclude Yourself by Opting Out of the Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against FCFCU relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Deadline>>.
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs, and Service Award. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>>, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>>.
Do Nothing	You will not receive any Settlement Class Member Benefit from this class action Settlement.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement Class

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

Basic Information 4

Who is in the Settlement? 4

The Settlement Benefits—What You Get if You Qualify 5

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Excluding Yourself from the Settlement 7

Objecting to the Settlement 8

The Lawyers Representing You 9

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If You Do Nothing 10

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Reichley of the Court of Common Pleas of Lehigh County Pennsylvania is overseeing this case captioned as *Maciejczyk v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2592. The people who brought the lawsuit are called the Class Representatives. The company being sued, First Commonwealth Federal Credit Union, is called the FCFCU.

2. What is the Action about?

Defendant First Commonwealth Federal Credit Union, is a Pennsylvania credit union, incorporated in Pennsylvania. As part of its business, Defendant maintains the Private Information of employees and customers, including names, addresses, dates of birth, Social Security Numbers, financial information, driver's licenses, email addresses, phone numbers, relationship status, bank account numbers and/or payment card information, usernames and passwords, and other personal information.

The Action arises from a recent cyberattack resulting in suspected unauthorized access to sensitive information in the possession and custody and/or control of Defendant which impacted approximately 98,817 individuals (the "Data Incident").

FCFCU denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that FCFCU has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or FCFCU. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose Private Information was compromised in the Data Incident including all those who received notice of the incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) any Settlement Class Member that timely and validly requests to opt-out from the Settlement.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<<Mailing caption>>
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Alternate Cash – an estimated \$100 Cash Payment; and in addition to a Cash Payment (c) Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete.

8. What payments are available for reimbursement under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement Class Member Benefits:

Cash Payment A - Documented Losses: Settlement Class Members may submit a claim for up to a total of \$5,000 per Settlement Class Member, upon submission of a Valid Claim **and supporting documentation**;

- To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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provide clarification, context, or support for other submitted reasonable documentation.

- Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected and the Settlement Class Member's claim will be as if he or she elected Cash Payment B.

OR

- b) **Cash Payment B – Alternate Cash:** As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the estimated amount of \$100;

All Settlement Class Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A and then for Cash Payment B.

AND

In addition to electing a Cash Payment, Settlement Class Members may also elect:

- c) **Credit Monitoring:** Settlement Class Members may also make a claim for Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete with: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to <<Mailing Caption>>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claim Form Deadline>> or by mail postmarked by <<Claim Form Deadline>>.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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10. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Cash Payments will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the Settlement?

FCFCU and its affiliates will receive a Release from all claims that could have been or that were brought against FCFCU relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees, and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XIII of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to the law firms listed in Question 17 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

12. If I exclude myself, can I get a Settlement Class Member Benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue FCFCU and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want to be excluded from the Settlement. The request to opt-out must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Any

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of the Settlement Agreement even if that Settlement Class Member does not submit a Claim Form. You must mail your request to opt-out to the Settlement Administrator **postmarked by <<Opt-Out Deadline>>**, to:

<<Mailing caption>>
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement, and/or Application for Attorneys' Fees, Costs, and Service Award or some part of it by objecting to the Settlement. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below, **postmarked by no later than <<Objection Deadline>>**.

Clerk of the Court	Class Counsel
Clerk of the Court Lehigh County Courthouse 455 West Hamilton Street Allentown, PA 18101-1614	Ken Grunfeld Kopelowitz Ostrow P.A. 65 Overhill Road Bala Cynwyd, PA 19004 grunfeld@kolawyers.com Raina Borelli Strauss Borrelli PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, Illinois 60611 raina@straussborrelli.com
Defendant's Counsel	Settlement Administrator
Joseph McNelis Constangy, Brooks, Smith & Prophete, LLP 1650 Market Street, Suite 3600 Philadelphia, Pennsylvania 19103 jmcnelis@constangy.com	<<Mailing caption>> c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150- XXXX

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

- i) the objector's full name, mailing address, telephone number, and email address (if any);
- ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- iii) the number of times the objector has objected to a class action settlement within the 5 years

Questions? Go to www.website.com or call **(XXX) XXX-XXXX**

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preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

- iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
- vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- ix) the objector's signature (an attorney's signature is not sufficient).

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

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Ken Grunfeld of Kopelowitz Ostrow P.A. and Raina Borelli of Strauss Borrelli PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund (\$400,000), plus reimbursement of costs not to exceed \$20,000. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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their risk in undertaking this representation on a wholly contingent basis.

In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to exceed \$2,000 each (\$18,000 total).

Any attorneys' fees, costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at <<Time>> ET on <<Date>>, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Application for Attorneys' Fees, Costs, and Service Award payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.website.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

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 file an objection according to the instructions in Question 15, including all the information required. Your objection must be **mailed** to the Clerk of the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no later than <<Objection Deadline>>**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Class Member Benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against FCFCU or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.website.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

<<Mailing caption >>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

EXHIBIT 3

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Your claim must
be submitted
online or
postmarked by:

<<Claim Form
Deadline>>

CLAIM FORM FOR FCFCU DATA INCIDENT ACTION

Maciejczyk v. First Commonwealth Federal Credit Union

Case No. 2024-C-2592

Court of Common Pleas of Lehigh County Pennsylvania

FCFCU-C

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you are an individual residing in the United States whose Private Information was compromised in the Data Incident including all those who received notice of the incident. You may submit a claim for a Settlement Class Member Benefit, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website www.Website.com, for more information on submitting a Claim Form and if you part of the Settlement Class.

To receive a Settlement Class Member Benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.Website.com by <<Claim Form Deadline >>.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

<Mailing Caption>

c/o Kroll Settlement Administration LLC

P.O. Box XXXX

New York, NY 10150-XXXX

Settlement Class Members under the Settlement Agreement will be eligible to receive:

- ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a claim for a Cash Payment under this section for **up to \$5,000** per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident;

OR

- ❖ **Cash Payment B – Alternate Cash:** As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative Cash Payment in the estimated amount of **\$100**.

Settlement Class Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A and then for Cash Payment B.

Settlement Class Members may also select the following:

Credit Monitoring – In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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make a claim for Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Class Member Benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: _____ @ _____

III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify if you are an individual residing in the United States whose Private Information was compromised in the Data Incident including all those who received notice of the incident.

Enter the Class Member ID Number provided on your Postcard or Email Reminder Notice:

Class Member ID: 0 0 0 0 0 _____

IV. CASH PAYMENT A - DOCUMENTED LOSSES

All Settlement Class Members who submit may submit a claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

- (i) Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.
- (ii) If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her claim, the claim will be rejected and the Settlement Class Member’s claim will be as if he or she elected Cash Payment B.

Documentation supporting Documented Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

You must have documented Losses incurred as a result of the Data Incident and submit documentation to obtain this benefit.

☐ I have attached documentation showing that the documented Out-of-Pocket Losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Documented Out-of-Pocket Losses	Amount of Documented Out-of-Pocket Losses	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	07/17/2024 (mm/dd/yyyy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yyyy)	\$____.____	
	____/____/____ (mm/dd/yyyy)	\$____.____	
	____/____/____ (mm/dd/yyyy)	\$____.____	

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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V. CASH PAYMENT B – ALTERNATE CASH

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative Cash Payment in the estimated amount of \$100.

☐ Yes, I choose an estimated \$100 Cash Payment. **Do not submit a claim for Cash Payment A – Documented Losses above.**

VI. CREDIT MONITORING

☐ **Three (3) years of Credit Monitoring**

Settlement Class Members may also make a claim for Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete with: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft. **You may also select any of the Settlement Class Member Benefits above.**

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

____/____/_____
Date

Print Name

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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EXHIBIT 4

TO: «Settlement Class Member Email Address»
FROM: Settlement Administrator
RE: *EMAIL REMINDER NOTICE* of Proposed Class Action Settlement

EMAIL REMINDER NOTICE

Name: «FIRST NAME» «LAST NAME»
Class Member ID: <<RefNum>>

Dear [CLASS MEMBER'S NAME],

Please read this Email Reminder Notice carefully. You may be entitled to a Settlement Class Member Benefit from a class action Settlement.

You are receiving this reminder notice because records indicate you may be entitled to a Settlement Class Member Benefit in a class action Settlement in the case *Maciejczyk v. First Commonwealth Federal Credit Union*, Case No. 2024-C-2592. The Settlement resolves a case in which Plaintiff alleges a recent cyberattack resulting in suspected unauthorized access to sensitive information in the possession and custody and/or control of Defendant which impacted approximately 98,817 individuals (the "Data Incident"). Defendant denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted.

Under the Settlement, you are entitled to a Settlement Class Member Benefit if you are an individual residing in the United States whose Private Information was compromised in the Data Incident including all those who received notice of the incident. You may receive your Settlement Class Member Benefit in either: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Alternate Cash – an estimated \$100 Cash Payment; and in addition to a Cash Payment (c) Credit Monitoring that will include three (3) years of CyEx's Identity Defense Complete.

If you wish to receive your Settlement Class Member Benefit via electronic or ACH payment for your Valid Claim, you must file a Claim Form online at www.website.com **no later than [DATE]**.

Alternatively, you may print the Claim Form, fill it out, and mail it to: <<Mailing Caption>>, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. A printable version of the Claim Form is available [here \(www.website.com/documents\)](http://www.website.com/documents). If you choose to mail a completed Claim Form, it must be **postmarked no later than [DATE]**.

To fill out the Claim Form, you will need the following information:

Class Member ID: [CLASS MEMBER'S ID]

If you do not submit a Claim Form, you will not receive any Settlement Class Member Benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against First Commonwealth Federal Credit Union, “FCFCU” or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

If you have already submitted a Claim Form, then you do not need to do anything else.

More information about these Settlement Class Member Benefits, and about the case and Settlement in general is available on the [Settlement Website \(www.website.com/\)](http://www.website.com/).

If you have any questions, please reach out to the Settlement Administrator by clicking the “Contact Us” button on the Settlement Website.

Please monitor <https://www.website.com/> for updates or call (XXX) XXX-XXXX.

This email was sent to you because you are a Settlement Class Member. | [Unsubscribe](#)

Please do not reply to this email, it is sent from an unmonitored mailbox.

EXHIBIT 5

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

JOHN MACIEJCZYK, *et al.* individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

**FIRST COMMONWEALTH FEDERAL
CREDIT UNION,**

Defendant.

Case No. 2024-C-2592

CLASS ACTION

CONSOLIDATED ACTION:

**2024-C-2649, 2024-C-2656, 2024-C-2664,
2024-C-2702, 2024-C-2749, 2024-C-2893**

[proposed] ORDER

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (Doc. No. __) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs John Maciejczyk, James Detwiler, Tara Pietruszynski, Megan Campbell, Erika Spence, John Evangelist, Mercedes Wagner, Antonio Valle, Felix Lapushner, and Joshua Ambrose Manness (“Plaintiffs”) and First Commonwealth Federal Credit Union (“Defendant” or “FCFCU”) (together, the “Parties”), with accompanying exhibits attached to Plaintiffs’ Memorandum of Law in Support of the 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:

means all individuals residing in the United States whose Private Information was involved in the June 2024 Data Incident, including

¹ All defined terms in this proposed 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.

all those who received written notice of the Data Incident from FCFCU.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of FCFCU, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

Pursuant to 231 Pa. Code § 1714, the Court finds that providing 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 meets all of the requirements of 231 Pa. Code § 1700. Specifically, the Court finds for settlement purposes only 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 Settlement Class Representatives are typical, and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class; (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.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that the named Plaintiffs will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as the Settlement Class Representatives. Additionally, the Court finds Raina C. Borrelli of Strauss Borrelli PLLC and Kenneth Grunfeld of Kopelowitz Ostrow P.A. will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as Settlement 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 equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by 231 Pa. Code § 1700 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 42 Pa. C.S.A. § 931 and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 231 Pa. Code § 2179.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2025, at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action 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 Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration, LLC (“Kroll”) 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 are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation with agreement by the Parties, but 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 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 Action, 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 231 Pa. Code § 1700; 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.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, *i.e.*, one request is required for every one Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests 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.

10. **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 objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline

for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case; (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Award; (v) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years; (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector’s signature (an attorney’s signature is not sufficient).

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later thirty (30) days before the initial scheduled Final Approval

Hearing. 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, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant 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 the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement 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.

12. **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 Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action 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 in the Action 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*.

13. **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, liability, or propriety of certifying any class. 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 Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval 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.

15. **Stay of Litigation**. All proceedings in the Action, 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.

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

<u>Event</u>	<u>Deadline</u>
Defendant Provides Settlement Class List to Settlement Administrator	Within ten (10) days of entry of the Preliminary Approval Order
Deadline for Settlement Administrator to Issue Notice to Settlement Class Members	No later than forty-five (45) days after entry of the Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to be Filed by Settlement Class Counsel	At least forty-five (45) days before the Final Approval Hearing
Opt-Out/Objection Date Deadlines	At least thirty (30) days before the Final Approval Hearing
Claims Deadline	Fifteen (15) days before the Final Approval Hearing
Motion for Final Approval to be Filed by Class Counsel	At least forty-five (45) days before the Final Approval Hearing

Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order
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IT IS SO ORDERED

Date

Judge Reichley