

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF WEST VIRGINIA**

**In re Weirton Medical Center Data
Breach Litigation**

**Case No. 5:24-CV-61
Judge Thomas S. Kleeh**

CLASS ACTION

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”),¹ is entered into between Plaintiffs (as defined below), on behalf of themselves and the Settlement Class, on the one hand, and Defendant (as defined below), on the other hand (collectively, the “Parties”). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a medical center that provides care to patients across West Virginia, Ohio, and Pennsylvania.
2. During the ordinary course of operating its health facilities and providing healthcare, Defendant collects from its patients private information.
3. Between approximately January 14-18, 2024, cybercriminals perpetrated a ransomware attack against Defendant, which may have resulted in unauthorized access to approximately 26,725 current and former patients’ private information (“Data Incident”). The information that may have been impacted in the Data Incident included the full names, Social

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

Security numbers, and balances due on medical bills (“Private Information”). Not all individuals had the same Private Information impacted.

4. On or about March 18, 2024, Defendant began mailing written notice to individuals who may have had their Private Information impacted by the Data Incident, and for whom Defendant had postal addresses.

5. As a result of the Data Incident, Defendant was named in four related actions, all of which were filed in the United States District Court for the Northern District of West Virginia: *Trish Yano v. Weirton Medical Center, Inc.*, 5L24-CV-61; *Matthew Foltz v. Weirton Medical Center, Inc.*, 5:24-CV-63; *Leslie Telek v. Weirton Medical Center, Inc.*, 5:24-CV-69, and *Judy Mullins v. Weirton Medical Center, Inc.*, 5:24-CV-71.

6. On June 21, 2024, those cases were consolidated into a single lawsuit styled *In re Weirton Medical Center Data Breach Litigation* (“Consolidated Action”). On August 8, 2024, the Consolidated Complaint was filed, pleading claims for: 1) Negligence and Negligence *Per Se* (combined into a single count); 2) Breach of Implied Contract; 3) Unjust Enrichment; 4) Breach of Fiduciary Duty; and 5) Breach of Confidence.

7. On August 16, 2024, the Parties submitted a joint Rule 26(f) Report, indicating that the Parties would exchange Initial Disclosures by August 30, 2024, and they did so.

8. On September 23, 2024, Defendant filed a Motion to Dismiss. Plaintiffs responded to the Motion to Dismiss on October 23, 2024, and Defendant filed its Reply on November 6, 2024.

9. On November 22, 2024, the Parties filed a joint Motion to Stay Proceedings pending mediation, which the Court granted on November 25, 2024. The case remains pending in the Northern District of West Virginia.

10. On March 12, 2025, the Parties held a mediation with Jill Sperber, an experienced data breach class action mediator. In advance of the mediation, Plaintiffs propounded informal discovery requests to Defendant to learn as much as possible about the Data Incident in advance of mediation. Through the provision of informal discovery, Plaintiffs were able to evaluate the merits of Defendant's position and Plaintiffs' claims. The Parties also submitted mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

11. The Parties mediated on March 12, 2025, and after a full day of mediated negotiations, agreed upon the material terms of a Settlement.

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

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

II. Definitions

13. “Action” means the consolidated lawsuit entitled: *In re Weirton Medical Center Data Breach Litigation*, Case No. 5:24-CV-61, pending in the United States District Court for the Northern District of West Virginia.

14. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application made with the Motion for Final Approval seeking attorneys’ fees and costs for Class Counsel and Service Awards for Class Representatives.

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

16. “Cash Payment A,” as more fully detailed in Section IV below, means the Documented Loss Payment that is a Settlement Class Member Benefit that Settlement Class members, who incurred actual, documented out-of-pocket losses up to a maximum of \$5,000.00, may elect.

17. “Cash Payment B,” as more fully detailed in Section IV below, means the Alternative Cash Payment that is a Settlement Class Member Benefit consisting of a \$50.00 flat cash amount that Settlement Class Members may elect.

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

19. “Claim Form” means the proof of claim, substantially in the form attached as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

20. “Claim Deadline” shall be 90 days after the commencement of the Notice Program and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment or other benefits.

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

13. “Class Counsel” means Philip J. Krzeski of Chestnut Cambronne PA.

13. “Class List” means the list of all individuals in the Settlement Class that Defendant shall prepare from its records and provide to the Settlement Administrator for purposes of sending Notice to the Settlement Class.

14. “Class Representatives” means those Plaintiffs who have signed this Agreement.

15. “Complaint” means the Consolidated Complaint filed in the Action on August 8, 2024.

16. “Court” means the United States District Court for the Northern District of West Virginia and the Judge(s) assigned to the Action.

17. “Credit Monitoring” means one year of three bureau credit monitoring that Settlement Class Members may elect under Section IV.

18. “Data Incident” means the incident in which an unauthorized third party gained potential access to Settlement Class Members’ Private Information that occurred between January 1 and January 18, 2024.

19. “Defendant” means Weirton Medical Center, Inc.

20. “Defendant’s Counsel” means Timothy J. Lowe and Jeffrey S. Haut of McDonald Hopkins, PLC.

21. “Effective Date” means 1 business day after the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment,

provided there are no objections 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 with prejudice.

22. “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.

23. “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 Awards.

24. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel, and Service Awards of the Class Representatives.

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

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

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

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

29. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and Settlement Class telephone line.

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

31. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed. The end of the Objection Period shall be 60 days after the commencement of the Notice Program, which period shall be the “Objection Deadline.”

32. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days after the commencement of the Notice Program.

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

34. “Plaintiffs” means Leslie Telek, Judy Mullins, Trish Yano, and Matthew Foltz.

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

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

37. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

38. “Private Information” means Settlement Class members’ information that may have been accessed in the Data Incident, which includes: full names, Social Security numbers, and balances due on medical bills.

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

40. “Released Claims” means the claims described in Section XI of this Agreement.

41. “Released Parties” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

42. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating

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

43. “Settlement Administrator” means Simpluris.

44. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration. All Settlement Administration Costs shall be paid by Defendant directly to the Settlement Administrator.

45. “Service Awards” shall mean the payment the Court may award Plaintiffs for serving as Class Representatives.

46. “Settlement Class” is defined as “All persons residing in the United States who were sent a Notice Letter that their Private Information was potentially accessed or compromised in the Data Incident.” Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their immediate family members, and members of their staff. Defendant estimates that the Settlement Class may include 26,725 individuals.

47. “Settlement Class Member” means any member of the Settlement Class who do not file a timely and valid opt-out by the Opt-Out Deadline.

48. “Settlement Class member” means a member of the Settlement Class.

49. “Settlement Class Member Benefit” means the Cash Payments and Credit Monitoring that Settlement Class Members may elect to receive in the Settlement pursuant to Section IV of this Settlement Agreement.

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

51. “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. Certification of the Settlement Class

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

IV. Settlement Consideration and Settlement Class Member Benefits

13. Settlement Class members shall have the opportunity to submit a Claim for Settlement Class Member Benefits on or before the Claims Deadline. Defendant has agreed to pay or cause to be paid all Settlement Class Member Benefits, Settlement Administration Costs, and any Court-approved attorneys' fees, costs, and Service Awards.

14. Settlement Class members may elect to receive one of two Cash Payments (either Cash Payment A or Cash Payment B) and Credit Monitoring. When submitting a Claim for a Cash Payment, Settlement Class Members may choose either Cash Payment A or Cash Payment B. If a Settlement Class Member does not submit a Valid Claim for either a Cash Payment, Credit Monitoring, or both, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

15. **Cash Payment A – Documented Loss Payment.** Settlement Class Members may submit a claim for a Cash Payment of up to \$5,000.00 per Settlement Class Member for monetary losses. Payment shall be made only if:

- a. The loss is an actual, documented, and unreimbursed monetary loss;
- b. The loss was more likely than not caused by the Data Incident;
- c. The loss occurred between January 18, 2024 and the Claims Deadline;
- d. The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- e. The Claimant submits reasonable documentation in support of their claim to be evaluated by the Claims Administrator, which documentation is not “self-prepared,” such as handwritten receipts, which are, by themselves, insufficient to receive reimbursement.

Each Settlement Class Member may submit only one Claim Form. No payment shall be made for emotional distress, personal/bodily injury, consequential damages, alleged losses incurred by any person other than a Settlement Class Member (except by a parent or guardian on behalf of their minor child or ward), or punitive damages. Claims for Cash Payment A will be subject to review for completeness, plausibility, and reasonable traceability to the Data Incident by the Settlement Administrator.

To receive Cash Payment A, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses, in addition to satisfying the requirements detailed in paragraphs (a)-(e) above. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses 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 his or her 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 Claim will be deemed invalid and there shall be no obligation to pay the claim.

b. Cash Payment B – Alternative Cash Payment

As an alternative to Cash Payment A above, a Settlement Class Member may elect Cash Payment B, which is a flat cash payment in the amount of \$50.00, without the need to document losses. However, a Claim Form seeking Cash Payment B shall still be submitted under penalty of perjury attesting that the Claimant is a member of the Settlement Class and is eligible to receive Settlement Class Member Benefits.

c. Credit Monitoring

In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may also elect one year of three-bureau Credit Monitoring that will provide the following benefits: credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

16. **Payment of Settlement Class Member Benefits** – Within 30 days after the Effective Date, Defendant shall pay or cause to be paid to the Settlement Administrator the amount of money necessary for the Settlement Administrator to pay all Valid Claims for Cash Payments and Credit Monitoring; provided, however, that regardless of whether the Effective Date has occurred, the 30-day period shall not commence until after Settlement Administrator has provided

to Defendant or its Counsel: (1) a statement listing the amount of money that is necessary to pay all Valid Claims; (2) a W-9; and (3) instructions for making a wire transfer.

V. Settlement Approval

17. Upon execution of this Agreement by all Parties and Class Counsel and Defendant's Counsel, Class Counsel shall file a Motion for Preliminary Approval, with prior review by Defendant. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

18. The 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 Settlement Administrator and the Notice Program and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and any related actions pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

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

20. 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, and distributing the Cash Payments and Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

21. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency

sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. Preparing in advance of the Final Approval Hearing 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 and a breakdown of the benefits claimed, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Receiving from Defendant the funds necessary to pay all Valid Claims;

j. Distributing Cash Payments by electronic means or by paper check;

k. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service; and

l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

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

VII. Notice to the Settlement Class

23. Defendant will coordinate to make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order. The Class List shall include the Settlement Class's names, postal address, and telephone numbers, if available. Within 30 days after entry of the Preliminary Approval Order, Defendant shall fund the Notice Program

and to pay for Settlement Administration Costs; provided the 30-day period shall not commence until after Class Counsel has provided to Defendant: (1) an invoice, (2) a W-9, and (3) instructions for making a wire transfer.

24. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

25. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses to the extent known. The Postcard Notice shall include a QR code with a link to the Settlement Website. The Claim Form and Long Form Notice shall also be made available on the Settlement Website.

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

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

28. **Long Form Notice** - The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a written 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 name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

29. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions.

30. **Objections** - Objections must be in writing and mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless such objection is submitted by the Objection Deadline. 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. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

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

- a. the title of the case;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. copies of any documents that the objector wants the Court to consider;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing, and if represented by counsel, the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted;

- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
- h. the objector's signature (an attorney's signature is not sufficient); and
- i. a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five years.

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

Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order and Final Judgment approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

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

those Settlement Class members whose new addresses were identified as of that time through address traces.

VIII. Claim Form Process and Disbursement of Cash Payments

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

34. 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 on the Claim Form.

35. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall report to Class Counsel and Defendant's Counsel any issues that arise regarding whether a Claim by any Claimant is a Valid Claim.

36. 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.

37. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can

instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

38. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims, or to issue a Notice of Deficiency.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

43. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date; provided that the Settlement has been funded by Defendant.

44. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall be sent a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check. If a check is returned as undeliverable, the Settlement Administrator will re-mail the check if a forwarding address is provided. If a forwarding address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class Member and that Settlement Class Member would have release all claims in the Action without receiving a Settlement Class Member Payment.

45. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code.

IX. Final Approval Order and Final Judgment

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

47. 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 Awards. Such proposed Final Approval Order shall, among other things:

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

Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

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

X. Service Awards, Attorneys' Fees and Costs

48. **Service Awards** – In recognition of the time and effort the Class Representatives expended in pursuing the Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,500.00 each. If approved, the Service Awards shall be paid by the Defendant to Class Counsel by wire transfer or check within 20 days after the Effective Date, provided the 20-day period shall not commence until after Class Counsel has provided to Defendant: (1) an invoice, (2) a W-9, and (3) instructions for making a wire transfer. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement. Defendant's obligation for payment of any Court-approved Service Awards will be fully satisfied upon provision of the funds to Class Counsel. Plaintiffs will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement.

49. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of attorneys' fees of up to \$300,000.00, inclusive of reimbursement of all costs incurred, attested to by Class Counsel and supported by suitable documentation. If approved, the attorneys' fees and costs shall be paid by the Defendant to Class Counsel by wire transfer or check within 20 days after the Effective Date, provided the 20-day period shall not commence until after Class Counsel has provided to Defendant: (1) an invoice, (2) a W-9, and (3) instructions for making a wire transfer. Defendant's obligations with respect to the Court-approved attorneys' fees and costs shall be fully satisfied upon provision of the funds to Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the attorneys' fees and costs among Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the attorneys' fees or costs, or for any tax obligations or payments associated therewith. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiff, any Settlement Class Member, or Class Counsel in connection with the Action and this Settlement.

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

XI. Releases

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

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

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

53. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration

and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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

54. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law;

and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment or Credit Monitoring from the Settlement.

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

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI 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.

57. In the event that the Settlement is not approved by the Court or the Settlement is terminated in accordance with its terms, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. Failing this, (a) the Parties shall

be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or litigant, which extension shall be subject to the decision of the Court; (b) Defendant will still bear any Settlement Administration Costs incurred through the date of termination; provided, however, that any amounts remaining in the custody of the Settlement Administrator after payment of Settlement Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned thereon, net of any Taxes, shall be returned Defendant and no other person or entity shall have any further claim whatsoever to such amounts; and (c) the terms and provisions of the Settlement 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 any judgment or order entered by the Court in accordance with the terms of the Settlement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any attorneys' fees and costs for Class Counsel shall constitute grounds for cancellation or termination of the Settlement.

58. Defendant shall have the right, but not the obligation, to terminate this Agreement if more than 100 Settlement Class members opt-out of the Settlement. If Defendant opts to terminate the Agreement, the Parties shall return to their respective positions immediately prior to entering into the Agreement and the Parties' Settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiff in any manner.

XIII. No Admission of Liability

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

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

61. 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.

62. 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 Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XIV. Miscellaneous Provisions

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

65. 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.

66. 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.

67. 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.

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

69. 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.

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

71. 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.

72. Jurisdiction. The Court shall retain jurisdiction over the interpretation, 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.

73. 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:

Philip J. Krzeski
Chestnut Cambronne PC
100 Washington Ave South
Suite 1700
Minneapolis, MN 55401

If to Defendant or Defendant's Counsel:

Timothy J. Lowe
McDonald Hopkins
39533 Woodward Ave
Suite 318
Bloomfield Hills, MI 48304

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, opt-out requests, or other filings received as a result of the Notice Program.

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

75. 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.

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

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

78. 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 the Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their counsel, consultants, and/or experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with the 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.

79. 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:



LESLIE TELEK

JUDY MULLINS

TRISH YANO

MATTHEW FOLTZ

CLASS COUNSEL:

/s/ Philip J. Krzeski


PHILIP J. KRESKI
CHESTNUT CAMBRONNE PA

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PLAINTIFFS:

LESLIE TELEK


Judy Gail Mullins (Jun 11, 2025 11:51 EDT)
JUDY MULLINS

TRISH YANO

MATTHEW FOLTZ

CLASS COUNSEL:

PHILIP J. KRESKI
CHESTNUT CAMBRONNE PA

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PLAINTIFFS:

LESLIE TELEK

JUDY MULLINS

Trish S Yano

TRISH YANO

MATTHEW FOLTZ

CLASS COUNSEL:

PHILIP J. KRESKI
CHESTNUT CAMBRONNE PA

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PLAINTIFFS:

LESLIE TELEK

JUDY MULLINS

TRISH YANO


Matthew Foltz (Jun 9, 2025 18:37 EDT)

MATTHEW FOLTZ

CLASS COUNSEL:

PHILIP J. KRESKI
CHESTNUT CAMBRONNE PA

WEIRTON MEDICAL CENTER, INC.

By: _____
Its _____

WEIRTON MEDICAL CENTER, INC.'S COUNSEL

TIMOTHY LOWE
MCDONALD HOPKINS, PLC



Audit trail

Title	Telek, Leslie settlement agreement
File name	content
Document ID	5b10c9c155b5c2cb83cd3c2a2e16661be0ebfb50
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from sanfordlawfirm.lightning.force.com

Document History



SENT

06 / 10 / 2025

14:00:23 UTC

Sent for signature to Leslie Opey Telek
(opey72166@yahoo.com) from trey@sanfordlawfirm.com
IP: 173.216.23.166



VIEWED

06 / 10 / 2025

14:03:47 UTC

Viewed by Leslie Opey Telek (opey72166@yahoo.com)
IP: 72.159.224.39



SIGNED

06 / 10 / 2025

14:09:01 UTC

Signed by Leslie Opey Telek (opey72166@yahoo.com)
IP: 72.159.224.39



COMPLETED

06 / 10 / 2025

14:09:01 UTC

The document has been completed.









Weirton - 6-8-25 - Settlement Agreement - Final

Final Audit Report

2025-06-11

Created:	2025-06-09
By:	Todd Becker (becker@kolawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMVB2-mvgezDY5K8zl9Tb5laMIEzpsN3X

"Weirton - 6-8-25 - Settlement Agreement - Final" History

-  Document created by Todd Becker (becker@kolawyers.com)
2025-06-09 - 7:34:05 PM GMT- IP address: 146.168.124.226
-  Document emailed to steubengirl@gmail.com for signature
2025-06-09 - 7:34:37 PM GMT
-  Email viewed by steubengirl@gmail.com
2025-06-09 - 8:24:04 PM GMT- IP address: 66.102.8.129
-  Email viewed by steubengirl@gmail.com
2025-06-10 - 5:20:16 PM GMT- IP address: 66.102.8.130
-  Email viewed by steubengirl@gmail.com
2025-06-11 - 3:48:57 PM GMT- IP address: 74.125.212.197
-  Signer steubengirl@gmail.com entered name at signing as Judy Gail Mullins
2025-06-11 - 3:51:08 PM GMT- IP address: 104.235.18.208
-  Document e-signed by Judy Gail Mullins (steubengirl@gmail.com)
Signature Date: 2025-06-11 - 3:51:10 PM GMT - Time Source: server- IP address: 104.235.18.208
-  Agreement completed.
2025-06-11 - 3:51:10 PM GMT



Audit trail

Title	Yano, Trish settlement agreement
File name	content
Document ID	227281fc6195df803c96b26615eccefb0a7bf453
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from sanfordlawfirm.lightning.force.com

Document History



SENT

06 / 09 / 2025

21:26:17 UTC

Sent for signature to Trish Yano (tw9103524@gmail.com) from
trey@sanfordlawfirm.com
IP: 173.216.23.166



VIEWED

06 / 09 / 2025

21:28:10 UTC

Viewed by Trish Yano (tw9103524@gmail.com)
IP: 184.15.223.10



SIGNED

06 / 09 / 2025

21:31:31 UTC

Signed by Trish Yano (tw9103524@gmail.com)
IP: 184.15.223.10



COMPLETED

06 / 09 / 2025

21:31:31 UTC

The document has been completed.

Exhibit 1

CLAIM ID [REDACTED]

Why am I receiving this Notice? A class action settlement in the case styled *In re: Weirton Medical Center Data Breach Litigation*, pending in the United States District Court for the Northern District of West Virginia, Case No. 5:24-CV-61 has been reached. You received this notice because you may be a member of the Settlement Class, which means you are a person residing in the United States who was sent a Notice Letter that your name, Social Security Number, and/or balance due on your medical bill (“Private Information”) was potentially accessed or compromised in a Data Incident involving Weirton Medical Center, Inc. (“Weirton”).

Who’s Included in the Settlement Class? The Settlement Class includes all persons residing in the United States who were sent a Notice Letter that their Private Information was potentially accessed or compromised in a Data Incident involving Weirton.

What are the Settlement terms? Settlement Class Members who submit a valid Claim Form are entitled to receive the following benefits: for Settlement Class Members who, on or after January 18, 2024, incurred as a result of the Data Incident: (1) Cash Payment A – Documented Loss Payments include compensation for actual, documented, and unreimbursed monetary losses, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Data Incident up to \$5,000; or (2) Cash Payment B – Alternative Cash Payment, as an **alternative** to Cash Payment A, a flat cash payment in the amount of \$50.00, without the need to document losses. In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may also elect one year of three-bureau Credit Monitoring. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. No payment shall be made for emotional distress, personal/bodily injury, consequential damages, alleged losses incurred by any person other than a Settlement Class Member (except by a parent or guardian on behalf of their minor child or ward), or punitive damages. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses 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 Weirton or otherwise. Please visit **URL** for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2025**.

What are my other options? If you **stay in** the Settlement Class, you will be legally bound by the Settlement’s terms and you will release your claims against the Released Parties, regardless of whether you file a claim. If you do not want to be legally bound by the Settlement, you must **Opt Out** of the Settlement by **Month DD, 2025**. If you Opt Out, you will not be entitled to any relief, but you will retain the ability to file your own claim against the Released Parties. If you do not Opt Out, you may **Object** to the Settlement by **Month DD, 2025**. The Long Form Notice available on the Settlement Website explains how to Opt Out or Object.

The Court’s Fairness Hearing. The Court will hold a Final Approval Hearing on **Month DD, 2025**, to consider whether to approve the Settlement and a request for attorneys’ fees and expenses for plaintiff’s counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don’t have to. For more information, visit the website.

Do I have a lawyer in the case? The Court appointed the following Class Counsel to represent the Settlement Class in this Lawsuit: Philip J. Krzeski of Chestnut Cambronne PC, 100 Washington Ave South, Suite 1700, Minneapolis, MN 55401.

For more information, please visit **URL**, call toll-free **XXX-XXX-XXXX**, or scan the QR code below:
[QR CODE]

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All persons residing in the United States who were sent a Notice Letter that their names, Social Security Numbers, and/or balances due on their medical bills (“Private Information”) were potentially accessed or compromised in a Data Incident involving Weirton Medical Center, Inc. (“Weirton”).

A proposed Settlement has been reached in the class-action lawsuit styled *In re: Weirton Medical Center Data Breach Litigation*, pending in the United States District Court for the Northern District of West Virginia, Case No. 5:24-CV-61.

The Plaintiffs in the Action asserted claims against Weirton arising out of the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY [REDACTED], 2025	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY [REDACTED], 2025	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY [REDACTED], 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

¹ The “Released Parties,” are Defendant, Weirton Medical Center, Inc., and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third parties, predecessors, successors and assigns, and any other person acting on Weirton’s behalf, in their capacity as such.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting [URL](#) or by calling [1-XXX-XXX-XXXX](#).

Further Information about this Notice and the Action

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Action about?

The Action is a proposed class-action lawsuit against Weirton brought on behalf of all persons residing in the United States who were sent written notice by Weirton that their Private Information was potentially compromised as a result of the Data Incident.

3. Why is the Action a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are four Plaintiffs (or Representative Plaintiff) in this case: Leslie Telek, Judy Mullins, Trish Yano, and Matthew Foltz.

4. Why is there a Settlement?

The Plaintiff in the Action, through his attorneys (“Class Counsel”), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiffs’ claims or Weirton’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Weirton did anything wrong, or that the Plaintiffs and/or the Settlement Class would, or would not, win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as persons in the United States who were sent a Notice Letter that their Private Information was potentially accessed or compromised in the Data Incident.

Excluded from the Settlement Class are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant.

Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their families, and members of their staff.

6. What are the Settlement Benefits?

Settlement Class Members who submit a valid Claim Form may be entitled to receive one year of three-bureau identity protection and credit monitoring service free of charge, and **either**: (1) compensation for actual, documented, and unreimbursed losses up to a total of \$5,000.00 ("Cash Payment A – Documented Loss Payment"); **or** (2) an alternative cash payment of \$50.00 without the need to prove any loss.

Cash Payment A – Documented Loss Payments include compensation for proven monetary loss, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services incurred as a result of the Data Incident.

Compensation for these losses will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between January 18, 2024 and the Claims Deadline;
- The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- The Claimant submits reasonable documentation in support of their claim to be evaluated by the Settlement Administrator, which documentation is not "self-prepared," such as handwritten receipts, which are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. No payment shall be made for emotional distress, personal/bodily injury, consequential damages, alleged losses incurred by any person other than a Settlement Class Member (except by a parent or guardian on behalf of their minor child or ward), or punitive damages. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses 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 Weirton or otherwise.

Cash Payment B – Alternative Cash Payment. As an **alternative** to Cash Payment A above, a Settlement Class Member may elect a flat cash payment in the amount of \$50.00, without the need to document losses.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

Credit Monitoring – In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may also elect one year of three-bureau Credit Monitoring that will provide the following benefits: credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit **URL**.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to request settlement benefits — Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment, and/or Credit Monitoring — you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2025**. You may download or submit a Claim Form online at **URL**.

If you do not want to give up your right to sue the Released Parties about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want settlement benefits.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at **URL**. You may also obtain a paper Claim Form by downloading it at **URL** or by calling the claims administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at **URL** or mail them to:

Weirton Medical Center, Inc. Settlement Administrator

{Administrator Mailing Address}

{Administrator City/State/Zip}

11. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a written 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 name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

You must send your request by **Month DD, 2025** to this address:

Weirton Medical Center, Inc. Settlement Administrator

Attn: Exclusions

{Administrator Mailing Address}

{Administrator City/State/Zip}

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in the Action.

14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

15. How do I object to the settlement?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Weirton's Counsel.

Court	Class Counsel	Weirton's Counsel
Insert Address	Philip J. Krzeski CHESTNUT CAMBRONNE PA 100 Washington Ave South, Suite 1700 Minneapolis, MN 55401	Timothy J. Lowe MCDONALD HOPKINS PLLC 39533 Woodward Ave, Ste. 318 Bloomfield Hills, MI 48304

Objections must be filed or postmarked no later than **Month DD, 2025**.

No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless such objection is submitted by no later than 60 days after the commencement of the Notice Program ("Objection Deadline").

Objections must be in writing and mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless such objection is submitted by the Objection Deadline.

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. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

For an objection to be considered by the Court, the objection must also set forth: (a) the title of the case; (b) the objector's full name, mailing address, telephone number, and email address (if any);

(c) copies of any documents that the objector wants the Court to consider; (d) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (e) the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing, and if represented by counsel, the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (h) the objector's signature (an attorney's signature is not sufficient); and (i) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five years.

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

Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order and Final Judgment approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2025**, at **XX:XX A.M./P.M.**, at **Court Address**. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **URL** to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims will begin 30 days after the Effective Date. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action:

Philip J. Krzeski
Chestnut Cambronne PC
100 Washington Ave South, Suite 1700
Minneapolis, MN 55401

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Weirton, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

21. How will the lawyers for the Settlement Class be paid?

Plaintiffs will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$300,000 inclusive of any costs and expenses of the Action (the "Class Counsel Payment").

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of up to \$2,500 be awarded to each Plaintiff for their time and effort expended on behalf of the Settlement Class in the Action.

If the Court awards the Class Counsel Payment or the Service Award described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiffs.

22. Who represents Weirton in the Action?

Weirton is represented by the following lawyer:

Timothy J. Lowe
MCDONALD HOPKINS PLLC
39533 Woodward Ave, Ste. 318
Bloomfield Hills, MI 48304

For Further Information

23. What if I want further information or have questions?

For additional information, please visit **URL**. You may also contact the Settlement Administrator by mail, email or phone:

Mail:

Weirton Medical Center, Inc. Settlement Administrator

{Administrator Mailing Address}

{Administrator City/State/Zip}

Email:

EMAIL ADDRESS

Phone:

XXX-XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT OR WEIRTON'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**

Exhibit 3

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2025

**CLAIM FORM FOR WEIRTON MEDICAL CENTER, INC.
DATA SECURITY SETTLEMENT**

In re: Weirton Medical Center Data Breach Litigation
United States District Court
Northern District of West Virginia
Case No. 5:24-CV-61

**WEIRTON
MEDICAL
CENTER,
INC.**

**USE THIS FORM IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS
AND YOU WANT TO MAKE A CLAIM FOR CASH PAYMENT A OR CASH PAYMENT B
AND/OR CREDIT MONITORING**

GENERAL INSTRUCTIONS

If you are a person residing in the United States who was sent a Notice Letter that your name, Social Security Number, and/or balance due on your medical bill (“Private Information”) was potentially accessed or compromised in a Data Incident involving Weirton Medical Center, Inc. (“Weirton”), you are a member of the Settlement Class and eligible to complete this Claim Form to request one year of three-bureau identity protection and credit monitoring service free of charge, and either: (1) compensation for actual, documented, and unreimbursed losses up to a total of \$5,000.00 (“Cash Payment A – Documented Loss Payment”); or (2) an alternative cash payment of \$50.00 without the need to prove any loss.

Cash Payment A – Documented Loss Payments include compensation for proven monetary loss, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services incurred as a result of the Data Incident.

Compensation for these losses will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between January 18, 2024 and the Claims Deadline;
- The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- The Claimant submits reasonable documentation in support of their claim to be evaluated by the Settlement Administrator, which documentation is not “self-prepared,” such as handwritten receipts, which are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. No payment shall be made for emotional distress, personal/bodily injury, consequential damages, alleged losses incurred by any person other than a Settlement Class Member (except by a parent or guardian on behalf of their minor child or ward), or punitive damages. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses 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 Weirton or otherwise.

Cash Payment B – Alternative Cash Payment. As an alternative to Cash Payment A above, a Settlement Class Member may elect a flat cash payment in the amount of \$50.00, without the need to document losses.

Please read the claim form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2025

**CLAIM FORM FOR WEIRTON MEDICAL CENTER, INC.
DATA SECURITY SETTLEMENT**

In re: Weirton Medical Center Data Breach Litigation
United States District Court
Northern District of West Virginia
Case No. 5:24-CV-61

**WEIRTON
MEDICAL
CENTER,
INC.**

Credit Monitoring – In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may also elect one year of three-bureau Credit Monitoring that will provide the following benefits: credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

This Claim Form may be submitted electronically via the Settlement Website at **URL** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

[SETTLEMENT ADMINISTRATOR]
Administrator mailing address

I. 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 form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

II. PROOF OF CLASS MEMBERSHIP

☐ Check this box to certify that you are a person residing in the United States who was sent a Notice Letter that your Private Information was potentially accessed or compromised in the Data Incident.

Enter the Claim ID Number provided on your Notice:

Claim ID Number

Your claim must be submitted online or postmarked by: **MONTH DD, 2025**

**CLAIM FORM FOR WEIRTON MEDICAL CENTER, INC.
DATA SECURITY SETTLEMENT**

In re: Weirton Medical Center Data Breach Litigation
United States District Court
Northern District of West Virginia
Case No. 5:24-CV-61

**WEIRTON
MEDICAL
CENTER,
INC.**

III. CASH PAYMENT A – DOCUMENTED LOSS PAYMENT

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss																									
<input type="radio"/> Other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Data Incident.	<table><tr><td></td><td></td><td>/</td><td></td><td></td><td>/</td><td></td><td></td></tr><tr><td colspan="8">(mm/dd/yy)</td></tr></table>			/			/			(mm/dd/yy)								<table><tr><td>\$</td><td></td><td></td><td></td><td></td><td></td><td>.</td><td></td><td></td></tr></table>	\$.		
		/			/																						
(mm/dd/yy)																											
\$.																					

Examples of Supporting Documentation: *Invoices or statements reflecting payments made for professional fees/services.*

- ☐ I attest and affirm, under penalty of perjury, that any claim for documented losses are an actual, documented, and unreimbursed monetary loss; the loss was more likely than not caused by the Data Incident; the loss occurred between January 18, 2024 and the Claims Deadline; and I made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

IV. CASH PAYMENT B – ALTERNATIVE CASH PAYMENT

As an **alternative** to claiming Cash Payment A above, members of the Settlement Class who submit a valid and timely claim may elect to receive a one-time \$50 payment without the need to document losses or attest to time spent as a result of the Data Incident. To claim this alternative cash payment, please check the box below.

NOTE: The alternative cash payment cannot be combined with a claim for Cash Payment A, and by checking the box below, you will forfeit any other claim for compensation (except Credit Monitoring) included in this Claim Form.

- ☐ Check this box if you wish to receive an alternative cash payment of \$50.

Your claim must be
submitted online or
postmarked by:
MONTH DD, 2025

**CLAIM FORM FOR WEIRTON MEDICAL CENTER, INC.
DATA SECURITY SETTLEMENT**

In re: Weirton Medical Center Data Breach Litigation
United States District Court
Northern District of West Virginia
Case No. 5:24-CV-61

**WEIRTON
MEDICAL
CENTER,
INC.**

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided above.

VIII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information I have supplied in this Claim Form is true and correct, and that this form was executed on the date set forth below.

Signature

Printed Name

Date