

**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

**J.T., BRANDI ASHBY, CHRISTOPHER ADKINS,  
FRANKLIN PERRY, JACKIE GORE, and  
GREGORY EADS, individuals and on behalf of all  
others similarly situated,**

**Plaintiffs,**

**v.**

**Civil Action No.: CC-20-2025-C-272  
Honorable Richard D. Lindsay, Judge**

**CHARLESTON AREA MEDICAL CENTER, INC.,**

**Defendant.**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, Gregory Eads, , Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, Harry Holcomb, and Michael Hiersoux (“Representative Plaintiffs”), as individuals and on behalf of the Settlement Class (as defined below), by and through their Interim Class Counsel, Troy N. Giatras and Matthew Stonestreet of The Giatras Law Firm, Scott Edward Cole of Cole & Van Note, and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP (collectively, “Representative Plaintiffs’ Counsel”); and (ii) Defendant Charleston Area Medical Center, Inc., (“Defendant” or “CAMC”), by and through its counsel, Rita Massie Biser of Moore & Biser PLLC and David P. Saunders of McDermott Will & Schulte LLP (collectively, “Defendant’s Counsel”). The Settlement Agreement is subject to Court

approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

## **1. RECITALS**

1.1. This Settlement Agreement relates to a data security incident that occurred at CAMC in October 2024, whereby an unauthorized individual may have accessed the email accounts of a CAMC employee through an email phishing attack (the “Data Incident”). CAMC later determined that the impacted email account contained patient protected health information including: first and last names; dates of birth; social security numbers; e-mail addresses; phone numbers; driver’s licenses; health information and health insurance information. In total, approximately sixty-seven thousand four hundred and thirteen (67,413) individuals may have been affected.

1.2. On June 20, 2025, Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, and Gregory Eads, individuals and on behalf of a putative class of West Virginia residents, filed a consolidated action against Defendant asserting various claims concerning the Data Incident (the “State Litigation”). The consolidated action before this Court also included a nationwide class allegation.

1.3. On February 21, 2025, Plaintiff Kimberly Hunt, individually and on behalf of a putative nationwide class, filed an action against Defendant asserting various claims concerning the Data Incident, which was later consolidated with three other federal actions filed by Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, and Harry

Holcomb (the “Federal Litigation” and collectively with the State Litigation, the “Litigation”).

1.4. Additionally, on February 25, 2025, Plaintiff Michael Hiersoux filed a parallel action on behalf of himself and a putative class asserting various claims concerning the Data Incident. *M.H. v. Charleston Area Medical Center, Inc.*, Civil Action No. CC-18-2025-C-16 (Cir. Ct. Jackson Cnty. W. Va.).

1.5. Defendant denies any and all wrongdoing in connection with the Data Incident.

1.6. On September 23, 2025, CAMC and Plaintiffs engaged in an all-day, arms-length mediation before the well-known and respected mediator, Stephen Dalesio, in an attempt to resolve the Litigation. Thereafter, the Settling Parties continued negotiations and formalized the terms of the settlement set forth in the present Settlement Agreement.

1.7. Pursuant to the terms agreed to and set out below, this Settlement Agreement resolves all actions, proceedings, and claims asserted, or that could be asserted, against CAMC arising out of or related to the Data Incident, as set forth in the release contained herein, by or on behalf of members of the Settlement Class pursuant to the terms and conditions herein.

1.8. Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the complaints filed in the Litigation, have merit. Representative Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against CAMC through motion practice, trial, and potential appeals. They have also considered the uncertain

outcome and risk of further litigation, particularly in an area that remains in a state of development, and thus brings with it a level of uncertainty, as well as the difficulties and delays inherent in such litigation. Representative Plaintiffs' Counsel are highly experienced in class action litigation, particularly in privacy litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Representative Plaintiffs' Counsel have thoroughly examined the law and facts relating to the matters at issue, the claims of the Representative Plaintiffs and the Settlement Class, and CAMC's potential defenses, including conducting independent investigation and confirmatory discovery, as well as an assessment of the merits of expected arguments in a motion for class certification and motion for summary judgment. Based on this analysis and investigation, Representative Plaintiffs and their Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits as expediently as possible. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiffs and the Settlement Class.

1.9. CAMC has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Representative Plaintiffs and the Settlement Class. Defendant denies each and every claim and contention alleged against it in the Litigation, and believes its defenses have merit. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation, or that it

violated or breached any law, regulation, or duty owed to the Representative Plaintiffs and proposed Settlement Class in connection with the Data Incident. Nonetheless, Defendant has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant also has considered the uncertainty and risks inherent in any litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Defendant that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice except as to those Settlement Class Members who timely opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

## **2. DEFINITIONS**

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

2.1 “Administrative Costs” are those expenses incurred and charged by the Claims Administrator in effectuating the settlement, including without limitation all fees and costs associated with: (i) the Claims Administrator establishing any interest-bearing account or investment vehicle for the Settlement Fund (or liquidating/closing such account or vehicle); (ii) administering the Notice Program; (iii) Claims Administration or (iv) any other actions taken by the Claims Administrator in performance of its obligations

in administering the settlement.

2.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release.

2.3 “Alternative Cash Benefit” means an optional *pro rata* payment from the Net Settlement Fund, as provided in Section 3.3.3 of this Settlement Agreement, as deemed reasonable by the Court.

2.4 “Approved Claims” means Settlement Claims approved by the Claims Administrator or found to be valid, as set forth below.

2.5 “Attested Time” means time spent remedying issues related to the Data Incident with attestation. Attested Time may include: (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft and fraud monitoring; or (v) researching information about the Data Incident, its impact, or how to protect themselves from harm due to a Data Incident.

2.6 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Representative Plaintiffs’ Counsel for their fees, costs, and expenses in connection with the Litigation.

2.7 “Award” means the amount remitted by the Claims Administrator out of the Net Settlement Fund to Settlement Class Members, as provided in Section 3.3.

2.8 “CAMC” means Defendant Charleston Area Medical Center, Inc.

2.9 “Claims Administration” means the processing of Settlement Claims

received from Settlement Class Members and the processing of payment of Approved Claims by the Claims Administrator.

2.10 “Claims Administrator” means ILYM Group, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, as approved by the Court.

2.11 “Claims Filing Deadline” means the deadline by which Settlement Class Members must submit any valid Settlement Claims. The Claims Filing Deadline shall be ninety (90) days after the Notice Deadline, or such other date as ordered by the Court in the Preliminary Approval Order.

2.12 “Claim Form” means the form agreed to by the Settling Parties and approved by the Court that Settlement Class Members must submit to be eligible for relief under the terms of the Settlement Agreement.

2.13 “Claims Period” means the time for Settlement Class Members to submit Settlement Claims, running from the date of entry of the Preliminary Approval Order through the Claims Filing Deadline.

2.14 “Class Notice” means the written notice to be sent to the Settlement Class Members agreed to by the Settling Parties and approved by the Court pursuant to the Preliminary Approval Order.

2.15 “Data Incident” means the data security incident that occurred in October 2024 and that CAMC discovered and disclosed to potentially impacted individuals in February 2025, as alleged in the Litigation.

2.16 “Effective Date” means the date by which all of the events and conditions

specified in Section 2.17 below for the Final Approval Order to become Final have occurred or have been met. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys' Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys' Fees and Expenses Award and/or the Service Award.

2.17 "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as those terms are defined herein); and (iii) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing the Attorneys' Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Judgment.

2.18 "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy and reasonableness of this Settlement Agreement and the proposed settlement of the Litigation.

2.19 "Final Approval Order" means the Court's Final Approval Order, which, among other things, approves this Settlement Agreement and the settlement as fair,

adequate, and reasonable, enters the Judgment, dismisses the Litigation with prejudice, and confirms the final certification of the Settlement Class, without material changes to the Settling Parties' agreed-upon proposed final approval order.

2.20 "Funding Date" means the date on which CAMC funds the Settlement Fund.

2.21 "Judgment" means a final judgment ordering and affirming the release set forth in Section 10 of this Settlement Agreement of the Released Claims against the Released Parties and the dismissal of the Litigation with prejudice, without material changes to the Parties agreed-upon proposed judgment.

2.22 "Litigation" means *J.T., Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, and Gregory Eads, et al. v. Charleston Area Medical Center, Inc.*, Civil Action No. CC-20-2025-C-230 (Cir. Ct. Kanawha Cnty. W. Va.), and *Kimberly Hunt v. Charleston Area Medical Center*, Case No. 2:25-cv-00113 (S.D. W. Va.).

2.23 "Long Form Notice" means the long form notice of settlement, substantially in a form agreed to by the Settling Parties.

2.24 "Monetary Losses" means documented losses that are fairly traceable to the Data Incident. Monetary Losses may include: (1) unreimbursed losses related to fraud or identity theft; (2) credit monitoring costs that were incurred on or after the Data Incident throughout the date of claims submission; and (3) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges associated with either (1) or (2).

2.25 “Net Settlement Fund” shall mean the remainder of the Settlement Fund after deductions for the Attorneys’ Fees and Expenses Award, Service Award, and Administrative Costs. The Net Settlement Fund shall be used to pay all Awards to Settlement Class Members and any *cy pres*.

2.26 “Notice Deadline” has the meaning given to it in Section 5.2.1.

2.27 “Notice Program” means the notice program described in Section 5.

2.28 “Objection Deadline” means the date by which Settlement Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Attorneys’ Fees and Expenses Award and (ii) the Service Award, which shall be seventy-five (75) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

2.29 “Opt-Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion; (ii) who does not rescind that Request for Exclusion before the Opt-Out Deadline; and (iii) as to which there is not a successful challenge to the Request for Exclusion.

2.30 “Opt-Out Deadline” means the date by which Settlement Class Members must postmark or submit through the settlement website their Request for Exclusion in order for it to be effective. The Opt-Out Deadline shall be seventy-five (75) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

2.31 “Payment Instructions” means written directions from the Claims Administrator for the payment of any amount, which shall specify: (i) as for any wire

transfer payment, the routing, account number, bank name and address and any other pertinent details required for the transfer; and (ii) as for any check payment, the payee of the check. With respect to the funding of the Settlement Fund, "Payment Instructions" shall also include provision by the Claims Administrator of any required tax forms, a mailing address, and a contact for CAMC or its designee to conduct a voice or video verification process.

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

2.33 "Preliminary Approval Order" means an order by the Court that preliminarily approves the Settlement Agreement (including, but not limited to the forms for the Notice Program), approves the Notice Program, establishes a procedure for Settlement Class Members to object or to opt-out of the Settlement Class, and sets a date for the Final Approval Hearing, without material changes to the Settling Parties' agreed-upon proposed preliminary approval order.

2.34 "Released Claims" means any and all claims, demands, actions or causes of action, right, suit, obligation, damage, including consequential damages, loss or cost, punitive damages, attorneys' fees, costs and expenses, whether Unknown Claims, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable, that have

been asserted in the Litigation, or that could have been asserted, and that arise out of or relate to the Data Incident. “Released Claims” does not include claims relating to the enforcement of the Settlement Agreement and shall not include any claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

2.35 “Released Parties” means CAMC and its predecessors, successors, assigns, parents, subsidiaries, divisions, and related or affiliated entities, directors, officers, managers, shareholders, principals, employees, attorneys, insurers, reinsurers, subrogees, and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.” The Settling Parties expressly acknowledge that all Released Parties are intended beneficiaries of this Settlement Agreement.

2.36 “Representative Plaintiffs” means Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, Gregory Eads, Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, Harry Holcomb, and Michael Hiersoux. For settlement purposes only, Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, Gregory Eads, Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, Harry Holcomb, and Michael Hiersoux shall seek, and Defendant shall not oppose, appointment of Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, Gregory Eads, Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, Harry Holcomb, and Michael Hiersoux as Settlement Class representatives.

2.37 “Request for Exclusion” means a fully completed and properly executed

written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Section 6 of this Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline.

2.38 “Service Award” means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs.

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

2.40 “Settlement Class” means: all natural persons who are residents of the United States whose personal information was potentially impacted in the Data Incident and were sent notice by CAMC that their personal information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (i) the Court and all members of the Court’s staff, and (ii) persons who timely and validly opt-out by the Opt-Out Deadline. For settlement purposes only, the Settling Parties stipulate to the certification of the Settlement Class.

2.41 “Settlement Class Counsel” means: Troy N. Giatras and Matthew Stonestreet of The Giatras Law Firm, Scott Edward Cole of Cole & Van Note, and Amber L. Schubert of Schubert Jonckheer & Kolbe LLP. For settlement purposes only, Representative Plaintiffs Justin Turner, Brandi Ashby, Christopher Adkins, Franklin Perry, Jackie Gore, and Gregory Eads, Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, Harry Holcomb, and Michael Hiersoux shall also seek, and for purposes of settlement, Defendant shall not oppose, the appointment of Representative Plaintiffs’ Counsel as Settlement Class Counsel.

2.42 “Settlement Class Member(s)” means a member(s) of the Settlement Class.

2.43 “Settlement Fund” means the sum of one million dollars and zero cents (\$1,000,000.00) to be paid by CAMC as specified in Section 3 of this Agreement, including any interest accrued thereon after payment.

2.44 “Settling Parties” means, collectively, CAMC and Representative Plaintiffs, individually and on behalf of the Settlement Class.

2.45 “Summary Notice” means the summary notices of the proposed settlement herein, in a form substantially agreed to by the Settling Parties.

2.46 “Unknown Claims” means any and all Released Claims that the Representative Plaintiffs or any Settlement Class Member do not know or suspect to exist in his, her or its favor as of the Effective Date and which, if known by him, her or it, might have materially affected his, her or its decision(s) with respect to the Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs, and Settlement Class Members shall have waived any and all provisions, rights and benefits conferred by any law or any state of the United States, or principle or common law or otherwise, which is similar, comparable or equivalent to Cal. Civ. Code. § 1542, which provides:

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

Representative Plaintiffs and Settlement Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

2.47 All time periods described in terms of “days” shall be in calendar days unless otherwise expressly stated.

### **3. SETTLEMENT CONSIDERATION AND BENEFITS**

In consideration for the releases contained in this Settlement Agreement, and as a direct result of the Litigation, and without admitting and expressly denying liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, CAMC will perform all the following:

3.1 CAMC will fund a non-reversionary Settlement Fund in the amount of one million dollars and zero cents (\$1,000,000.00) within thirty (30) business days following both the entry of the Preliminary Approval Order and receipt of Payment Instructions from the Claims Administrator (the “Funding Date”).

3.2 *Automatic Benefits.* Every Settlement Class Member will receive four (4) years of identity theft and fraud monitoring services without the need to file a Claims Form. This identity theft and fraud monitoring will be paid by Defendant in addition to the Settlement Fund, with a cost not to exceed two hundred and fifty thousand dollars and zero cents (\$250,000.00).

3.3 *Claimed Benefits.* Settlement Class Members may make a Settlement Claim for: (i) reimbursement of Monetary Losses, and/or (ii) reimbursement for Attested Time.

As an alternative to filing a Settlement Claim for reimbursement of Monetary Expenses or Attested Time, Settlement Class Members may submit a claim to receive a *pro rata* cash payment. The parties understand that the *pro rata* alternative cash benefit reflects a range of values that is subject to Court approval for reasonableness.

3.3.1 *Documented Monetary Losses.* Settlement Class Members may submit a claim for documented Monetary Losses, up to six thousand dollars and zero cents (\$6,000.00) per individual. Settlement Class Members with Monetary Losses must submit documentation supporting their claims to the Claims Administrator. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. Valid Settlement Claims for Monetary Losses will be paid out of the Net Settlement Fund.

3.3.2 *Reimbursement for Attested Time.* A Settlement Class Member can receive reimbursement for Attested Time at a rate of twenty dollars and zero cents (\$20.00) per hour. Settlement Claims made for Attested Time are subject to a four-hour cap. Settlement Class Members must submit a written attestation to the Claims Administrator describing their Attested Time. Reimbursement for all valid claims of Attested Time will be paid out of the Net Settlement Fund.

3.3.3 *Alternative Cash Benefit.* As an alternative to filing a claim for reimbursement of Monetary Losses or Attested Time, Settlement Class Members may submit a claim to receive a *pro rata* cash payment from the Net Settlement Fund. The parties understand that the *pro rata* alternative cash benefit reflects a range of values that is subject to Court approval for reasonableness.

3.4 *Business Practice Commitments:* As part of the settlement, CAMC agrees to adopt, implement, or maintain at least the following data security measures for a period of four (4) years following the Effective Date of this Agreement.

3.4.1 Review of Policies and Procedures - CAMC will periodically review and revise its policies and procedures addressing data security as reasonably necessary.

3.4.2 Vulnerability Assessment - CAMC agrees, to the extent technically feasible, to maintain or implement automated vulnerability scanning tools that cover systems, regardless of operating system, database, or location, that store personal information, and agrees to promptly remediate any vulnerabilities designated as critical or high.

3.4.3 Encryption - CAMC will encrypt all personal information stored in databases maintained by CAMC.

3.4.4 Firewall Implementation - CAMC will continue to place all systems containing personal information behind network firewalls and take reasonable measures to block unauthorized traffic.

3.4.5 Data Security Training and Awareness Program - CAMC will conduct online data security trainings that focuses on external cybersecurity threats, such as phishing campaigns, to ensure compliance with internal protocols, identify areas of risk, and further educate employees on data security awareness, including spear-phishing training for all current and new employees.

3.4.6 Plaintiffs contend that the value of the data privacy protections described herein confer a benefit and value of up to two hundred and fifty thousand dollars and zero cents (\$250,000.00). Defendant does not take a position nor object to this position.

Any and all costs associated with these business practice commitments will be borne by CAMC separate and apart from other settlement benefits.

#### **4. PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

4.1 Within five (5) days of execution of the Settlement Agreement, Plaintiffs shall file with the State Court the Motion for Preliminary Approval of the Settlement, including Notice, Long Form Notice, Claim Form, and Preliminary Approval Order (the "Motion for Preliminary Approval").

4.2 The Motion for Preliminary Approval shall request that the Court, *inter alia*:

4.2.1 Stay all proceedings in the State Litigation other than those related to approval of the Settlement Agreement;

4.2.2 Stay and/or enjoin, pending Final Approval of the Settlement Agreement, any actions brought by Settlement Class Members

concerning the Released Claims;

- 4.2.3 Preliminarily certify the Settlement Class for settlement purposes only;
- 4.2.4 Preliminarily approve the terms of the Settlement Agreement as fair, adequate, and reasonable;
- 4.2.5 Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;
- 4.2.6 Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- 4.2.7 Approve the Notice Program, as set forth in Section 5 herein and set the dates for the Claims Filing Deadline, Opt-Out Deadline, and Objection Deadline;
- 4.2.8 Approve the form and contents of a Long Form Notice to be posted on the settlement website, and a Summary Notice to be sent via First Class Mail to Settlement Class Members, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the process and instructions for filing a Claim Form;
- 4.2.9 Approve a Claim Form;
- 4.2.10 Approve a Claims Administrator;
- 4.2.11 Set deadlines for objections, requests for exclusion, a motion for final approval, and briefing in support of final approval by the Settling

Parties; and

4.2.12 Schedule the Final Approval Hearing on a date that is in compliance with West Virginia law.

4.3 Settlement Class Counsel and the Representative Plaintiffs shall move for final approval at least seven (7) days before the Final Approval Hearing.

4.4 The proposed Final Approval Order and Judgment shall be negotiated and agreed to by the Settling Parties and filed with the motion for final approval, and shall, among other things:

4.4.1 Determine the Settlement Agreement is fair, adequate, and reasonable;

4.4.2 Finally certify the Settlement Class for settlement purposes only;

4.4.3 Determine that the Notice Program satisfies Rule 23 of the West Virginia Rules of Civil Procedure and due process requirements;

4.4.4 Dismiss all claims in the State Litigation with prejudice.

4.4.5 Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Settlement Agreement from asserting any of the Released Claims;

4.4.6 Release and forever discharge CAMC and the Released Parties from the Released Claims, and

4.4.7 Reserve the Court's continuing and exclusive jurisdiction over CAMC and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Settlement Agreement in accordance with its terms.

## 5. NOTICE PROGRAM

5.1 Within ten (10) days of entry of the Preliminary Approval Order, CAMC will provide the Claims Administrator with a list of Settlement Class Members which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members pursuant to the Preliminary Approval Order and the Notice Program, and in compliance with all applicable laws, including, but not limited to, the Due Process clause of the United States Constitution and West Virginia Rule of Civil Procedure 23, and be effectuated pursuant to the provisions set forth below. The Claims Administrator must maintain the list of Settlement Class Members in strict confidence and may not share the list with anyone other than CAMC or Defendant's Counsel.

5.2 Class Notice shall be provided to the Settlement Class as follows:

5.2.1 Within twenty-one (21) days after receiving the Settlement Class list from CAMC, the Claims Administrator shall send the Summary Notice on a postcard via First Class U.S. Mail, postage pre-paid, to Settlement Class Members (the "Notice Deadline"). Within fifteen (15) days after sending such mail, the Claims Administrator shall undertake reasonable efforts to confirm the address, and to resend notice, for any Settlement Class Members for which the Claims Administrator receives returned mail from the U.S. Postal Service indicating that the initial mailing was not delivered, and that Settlement Class Member shall have until the Opt-Out Deadline to decide whether to seek exclusion from the Settlement Class or to object to the Settlement Agreement.

5.2.2 Within twenty-one (21) days after receiving the Settlement Class list

from CAMC, the Claims Administrator shall establish a dedicated settlement website that includes this Settlement Agreement, the Long Form Notice, and the Claim Form approved by the Court. Settlement Class Counsel shall propose the format and content of the settlement website for approval by Defendant's Counsel, which shall not be unreasonably withheld. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Settlement Agreement, and the motion for an Attorneys' Fees and Expenses Award and a Service Award. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational until thirty (30) days following the Effective Date.

5.3 The Notice Program shall be subject to approval by the Court as meeting the requirements of due process and Rule 23 of the West Virginia Rules of Civil Procedure.

5.4 The Long Form Notice, Summary Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

5.5 Prior to the Final Approval Hearing, Representative Plaintiffs' Counsel shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5.6 All costs associated with the Notice Program shall be paid from the Settlement Fund.

## **6. OPT-OUT PROCEDURES**

6.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely submit a written Request for Exclusion to the address designated by the Claims Administrator or online through the settlement website.

6.2 To be effective, a Request for Exclusion must be postmarked no later than seventy-five (75) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

6.3 For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (c) state unequivocally the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

6.4 The Claims Administrator shall provide the Settling Parties a status report upon request as to the number of Requests for Exclusion that the Claims Administrator

has received. Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any personal information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

6.5 All persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Settlement Agreement and the Final Approval Order entered thereon.

6.6 Defendant, in its sole discretion, shall have the right to terminate the Settlement Agreement without penalty or payment of any nature if more than 15% Settlement Class Members opt-out of the Settlement.

6.7 The Representative Plaintiffs' shall not opt-out of the settlement. The Representative Plaintiffs' Counsel's execution of this Settlement Agreement on behalf of the Representative Plaintiffs shall signal the Representative Plaintiffs' agreement to all terms of the settlement.

## **7. OBJECTION PROCEDURES**

7.1 Each Settlement Class Member who does not file a valid and timely Request for Exclusion may file with the Court a notice of intent to object to the Settlement Agreement. The Long Form Notice shall instruct Settlement Class Members who wish to

object to the Settlement Agreement to send their written objections to the Court and concurrently upon:

For Settlement Class Counsel:

THE GIATRAS LAW FIRM  
Troy N. Giatras, Esq.  
Matthew W. Stonestreet, Esq.  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301

SCHUBERT JONCKHEER & KOLBE LLP  
Amber L. Schubert  
2001 Union Street, Suite 200  
San Francisco, CA 94123

For CAMC:

MOORE & BISER PLLC  
Rita Massie Biser, Esq.  
317 Fifth Avenue  
South Charleston, West Virginia 25303

McDERMOTT WILL & SCHULTE LLP  
David P. Saunders  
444 West Lake Street  
Suite 4000  
Chicago, Illinois 60606

7.2 The Long Form Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Long Form Notice shall advise Settlement Class Members of the deadline for submission of any objections.

7.3 All such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the

Settlement Class; (iii) a statement as to whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class; (iv) a description of the number of times the objector has objected to a class action settlement within the five years preceding the date of the objection, the caption of each case in which the objector has objected, and a copy of any orders related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case; (v) a clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing the objector; (vii) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case (viii) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; (ix) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (x) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

7.4 To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline.

7.5 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Section 7 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section 7.

7.6 Settlement Class Members cannot both object to and exclude themselves from the settlement. Any Settlement Class Member who attempts to both object and exclude themselves from the Settlement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement Agreement.

## 8. CLAIMS ADMINISTRATION

8.1 Administrative Costs. All Administrative Costs shall be paid from the Settlement Fund. If the Final Approval Order does not become Final, the Settling Parties shall bear the Administrative Costs equally.

### 8.2 Claims Submission and Evaluation.

8.2.1 Settlement Class Members seeking an Award under Section 3 must complete and submit a written Claim Form to the Claims Administrator, postmarked or submitted electronically on or before the Claims Filing Deadline. The Claim Form must: (a) be signed by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her belief; and (b) provide appropriate documentation

where required by the Claim Form. Failure to provide supporting documentation as requested as set forth on the Claim Form or by the Claims Administrator shall result in denial of a Settlement Claim. If a Settlement Class Member files more than one valid Settlement Claim, the largest valid Settlement Claim will be processed by the Claims Administrator and the remaining claims will be denied as duplicative.

8.2.2 All Awards to Settlement Class Members made pursuant to this Settlement Agreement shall be deemed to be paid to each Settlement Class Member solely in the year in which the Award was actually received by the Settlement Class Member. It is expressly understood and agreed that any amount paid to any Settlement Class Member shall not create any credit or otherwise affect the calculation of benefits provided under any pension, retirement, retirement savings, excess or supplemental retirement or retirement savings, any deferred compensation, bonus, equity, incentive, severance, displacement, supplemental unemployment, health, life or disability plan, or any benefit, pension or other compensation or benefit plan, policy, program or arrangement provided by CAMC or any Released Party, and no Award made pursuant to this Settlement Agreement will be considered "wages," "compensation," "earnings," "salary" or any similar definition or form of payment.

8.2.3 The Claims Administrator shall administer and calculate the Settlement

Claims submitted by Settlement Class Members. All Settlement Claims must be postmarked on or before the Claims Filing Deadline to be deemed timely. The determination by the Claims Administrator of the validity or invalidity of all Settlement Claims shall be binding. The Claims Administrator shall periodically provide Settlement Class Counsel and CAMC counsel with reports as to both Settlement Claims and distribution, and each Settling Party shall have the right to obtain and review supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

8.2.4 For each Settlement Claim submitted and received, the Claims Administrator, in its sole discretion (to be reasonably exercised), will determine whether: (1) the claimant is a Settlement Class Member; and (2) that the claimant has provided all information required to complete the Claim Form by the Claims Filing Deadline. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require in order to adequately evaluate the settlement claim. All information provided to the Claims Administrator will be deemed confidential.

8.2.5 The Claims Administrator shall determine whether a claimant's Claim Form, along with supporting materials, are sufficient to support a Settlement Claim. If the Claims Administrator should receive an

incomplete Claim Form or a Claim Form with insufficient documentation to determine whether the claimant is a Settlement Class Member, the Claims Administrator shall request additional information and give the claimant twenty-one (21) days to cure any defect(s) before rejecting a settlement claim. The Claims Administrator shall make requests for additional information within fourteen (14) days after the Claims Filing Deadline. If a Settlement Class Member fails to correct all deficiencies within that time period, the Claims Administrator shall deny the claimant's Settlement Claim and the claimant will not be entitled to an Award.

8.2.6 After receiving additional information, the Claims Administrator shall have thirty (30) days to accept or reject each Settlement Claim. If, after review of the Settlement Claim and all documentation submitted by the claimant, the Claims Administrator determines that such a Settlement Claim is valid, then the Settlement Claim shall be paid within the time period provided in this Section. If the Settlement Claim remains invalid because the claimant does not provide the requested information needed to complete the Claim Form and evaluate the Settlement Claim, then the Claims Administrator may reject the settlement claim without any further action apart from providing a notice of rejection of the settlement claim.

8.2.7 All Settlement Class Members who fail to timely submit a Settlement

Claim hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving an Award pursuant to this Settlement Agreement, but will in all other respects be subject to, and bound by, the provisions of this Settlement Agreement, the Releases contained herein and the Final Approval Order.

8.3 Limitation of Liability.

8.3.1 CAMC and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Settlement Class Counsel, the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

8.3.2 Representative Plaintiffs and Settlement Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Claims Administrator, or any of their respective

designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

8.3.3 The Claims Administrator shall indemnify and hold Settlement Class Counsel, the Settlement Class, Representative Plaintiffs, the Defendant, and Defendant's Counsel harmless for (i) any act or omission or determination of the Claims Administrator, or any of Claims Administrator's designees or agents, in connection with the Notice Program and the administration of the settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection

with the taxation of the Settlement Fund or the filing of any returns

8.4 Escrow Fund. The Claims Administrator shall agree to hold the Settlement Funds in an interest-bearing Qualified Settlement Fund account (the “Escrow Account”). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in an interest-bearing bank account with a commercial bank and in an account that is fully insured by the United States Government or the FDIC. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported by the Claims Administrator to the Internal Revenue Service. The Claims Administrator shall administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1, *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

8.5 Plan of Allocation. The Settlement Fund shall be used to make payments in the following order: (i) Administrative Costs, (ii) Attorneys’ Fees and Expenses Award and Service Awards, as approved by the Court, (iii) Documented Monetary Losses; (iv) Attested Time; and (v) approved Alternative Cash Payment on a *pro rata* basis as described in 3.3.3. If the total dollar value of Administrative Costs, court-approved Attorneys’ Fees and Expenses Award and Service Awards, and approved claims for Documented Monetary Losses and Attested Time exceeds the amount in the Settlement Fund, the payments for approved claims for Documented Monetary Losses and Attested Time shall be reduced *pro rata*, and no Alternative Cash Payments will be made. These

*pro rata* determinations shall be made by the Claims Administrator. The parties understand that the *pro rata* alternative cash benefit reflects a range of values that is subject to Court approval for reasonableness.

8.6 Payment of Settlement Class Member Awards. The Claims Administrator will send funds for Approved Claims within the later of thirty (30) days after the Effective Date or thirty (30) days after all disputed claims have been resolved. Award checks shall be valid for a period of one hundred and twenty (120) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred and twenty (120) days, after which time it will become void. In the event a settlement check becomes void, the Settlement Class Member to whom that settlement check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Agreement and Release will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and thirty (130) days from the issuance of the Award checks, the Claims Administrator shall take all steps necessary to stop payment on any Award checks that remain uncashed.

8.7 Cy Pres Award. If there is any balance remaining in the Settlement Fund thirty (30) days after the Claims Administrator completes the process for stopping payment on any uncashed Award checks, the remaining funds shall be disbursed to pursuant to West Virginia Rule of Civil Procedure 23(h) - residual funds. Any monies distributed pursuant to this *cy pres* provision shall not be considered unclaimed property under the laws of West Virginia or any other state.

## 9. TAXES

9.1 For tax purposes, the Service Award paid to the Representative Plaintiffs shall be treated as a 1099-miscellaneous payment for Statutory Liquidated Damages.

9.2 For tax purposes, Awards made to Settlement Class Members who are current or former CAMC employees shall be allocated as non-wage compensation. CAMC will cooperate with the Claims Administrator in order to facilitate all reporting with respect to all amounts payable to Settlement Class Members required pursuant to any federal, state or local tax law or regulation. CAMC shall also cooperate with the Claims Administrator with respect to properly and timely filing and sending Form 1099s to any applicable Settlement Class Member.

9.3 Within five (5) days following the Effective Date, Settlement Class Counsel shall provide the Claims Administrator with duly completed W-9 forms. Payments of attorneys' fees and costs pursuant to this Settlement Agreement shall be reported by the Claims Administrator on the applicable IRS Form 1099 as required by the Internal Revenue Code and shall be made without withholding, provided the Claims Administrator has timely received duly completed W-9 forms from Settlement Class Counsel

9.4 Representative Plaintiffs and each individual Settlement Class Member that receives an Award will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to this Settlement Agreement. Representative Plaintiffs, on behalf of the Settlement Class Members,

acknowledge and agree that they have not relied upon any advice from CAMC as to the taxability of the payments received pursuant to the Settlement Agreement. CAMC shall have no responsibility for any taxes, interest penalties or other amounts due with respect to any payments made pursuant to the Settlement Agreement

9.5 The Claims Administrator shall handle all tax reporting with respect to the payments made pursuant to the Settlement Agreement, and shall report the payments in accordance with applicable law.

## 10. RELEASES

10.1 Within seven (7) days of the Effective Date, the litigation captioned *M.H. v. Charleston Area Medical Center, Inc.*, Civil Action No. CC-18-2025-C-16 (Cir. Ct. Jackson Cnty. W. Va.) shall be dismissed with prejudice. For the avoidance of doubt, this Settlement fully and finally resolves all claims that were or that could have been asserted in the *M.H.* litigation. The parties agree to stay any activity in the *M.H.* case until the Effective Date.

10.2 Upon the Effective Date, each and every Settlement Class Member, including Representative Plaintiffs, whether or not she or he has received an Award, will be deemed by operation of this Settlement Agreement and by operation of the Final Approval Order to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted CAMC and the Released Parties from any and all of the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Representative Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or

in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than the participation in the Agreement as provided herein) in which any of the Released Claims are asserted.

10.3 Upon entry of the Final Approval Order, each Settlement Class Member, including Representative Plaintiffs, shall be barred from initiating, asserting, or prosecuting against CAMC and any Released Parties any claims that are released by operation of the Settlement Agreement and the Final Approval Order.

10.4 This settlement also resolves and releases CAMC in regard to *Kimberly Hunt, et al. v. Charleston Area Medical Center, Inc.*, Case No. 2:25-cv-00113; *Jedidiah Walls, Michael Hill, and Jennifer Hill, et al. v. Charleston Area Medical Center, Inc.*, Case No. 2:25-cv-00123; *William Bryce, et al. v. Charleston Area Medical Center, Inc.*, Case No. 2:25-cv-00128; and *Harry Holcomb, et al. v. Charleston Area Medical Center, Inc.*, Case No. 2:25-cv-000138 which have been filed in United States District Court for the Southern District of West Virginia and were consolidated under *Hunt, et al. v. Charleston Area Medical Center, Inc.* on March 21, 2025.

10.5 Within seven (7) days of the Effective Date, Plaintiffs Kimberly Hunt, Jedidiah Walls, Michael Hill, Jennifer Hill, William Bryce, and Harry Holcomb shall dismiss their claims in the Federal Litigation with prejudice.

**11. SETTLEMENT CLASS COUNSEL'S ATTORNEYS' FEES AND EXPENSES AWARD; REPRESENTATIVE PLAINTIFFS' SERVICE AWARD**

11.1 Settlement Class Counsel may file a motion seeking reasonable attorneys' fees and their reasonable costs and expenses from the Settlement Fund. Any motion for Attorneys' Fees and Expenses and Service Awards shall be filed at least fourteen (14) days prior to the Objection and Opt-Out Deadlines and shall be posted on the settlement website promptly after it is filed. The entirety of the Attorneys' Fees and Expenses Award, as approved by the Court, shall be payable from the Settlement Fund. The substance of Settlement Class Counsel's application for the Attorneys' Fees and Expenses Award is not part of this Settlement Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the settlement of the Litigation. CAMC shall have no additional liability for the Attorneys' Fees and Expenses Award beyond its funding of the Settlement Fund.

11.2 Settlement Class Counsel will also request from the Court a Service Award for the Representative Plaintiffs in the amount of one thousand five hundred dollars and zero cents (\$1,500.00) each, to be paid from the Settlement Fund. CAMC will not object to Representative Plaintiffs' request for a Service Award payment, unless Representative Plaintiffs' request exceeds the terms outlined in this Agreement. The Service Award shall be at the sole discretion of the Court, and this Settlement Agreement is not contingent upon the Court's approval of the Service Award. The Service Award was negotiated by the Settling Parties after the primary terms of the Settlement were negotiated. The parties shall not appeal any decision by the Court regarding the amount of the Service Award or

the Attorneys' Fees and Expenses Award. CAMC shall have no additional liability for the Service Award beyond its funding of the Settlement Fund.

11.3 Within seven (7) days after the later of the Funding Date or the date the Court approves the Attorneys' Fees and Expenses Award, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Service Awards from the Settlement Fund consistent with the ruling of the Court. In the event that the Court declines to enter the Final Approval Order or the Judgment, or the Final Approval Order and Judgment does not become Final, Settlement Class Counsel shall return, in full, any Attorneys' Fees and Expenses Award issued by the Claims Administrator. In the event, attorney fees and/or expense funds need to be returned, each firm is solely responsible for returning only the portion allocated to that firm. There is no joint or several responsibility.

11.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award hereunder shall affect whether the Final Approval Order and Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **12. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

12.1 In the event the Court declines to enter the Preliminary Approval Order, declines to certify the Settlement Class, declines to enter the Final Approval Order or the Judgment, or the Final Approval Order and Judgment does not become Final, CAMC

may, in its sole discretion, terminate this Settlement Agreement on five (5) business days' written notice to Representative Plaintiffs' Counsel.

12.2 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Settling Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Settling Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Settling Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any modification or allocation by the Court of the Attorneys' Fees and Expenses Award or modification of the Service Award.

12.3 In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated in accordance with the terms this Section: (a) the Settling Parties shall be restored to their respective positions in the Litigation that existed prior to the mediation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement, including certification of the Settlement Class for

settlement purposes only, shall be treated as vacated, *nunc pro tunc*.

### **13. MISCELLANEOUS PROVISIONS**

13.1 The parties will abide by West Virginia Rule of Evidence 408 and the West Virginia Rules of Civil Procedure regarding confidentiality.

13.2 The Settling Parties agree not to make any statements, written or verbal, or to cause or encourage any other Person to make any statements, written or verbal, that defame, or disparage the personal or business reputation, practices, or conduct of the Settling Parties and their respective counsel concerning all Released Claims, as well as the Litigation, the settlement, this Settlement Agreement, and any discussions, interactions or negotiations of the settlement by the Settling Parties and their counsel.

13.3 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Settlement Agreement, including taking all steps and efforts contemplated by this Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

13.4 The Settling Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Claims. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any

contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

13.5 Nothing relating to this Settlement Agreement, or any communications, papers, or orders related to the Settlement Agreement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendant or any Released Party of any liability, culpability, negligence, misconduct or other wrongdoing toward the Representative Plaintiffs, the Settlement Class Members, or any other person, and Defendant and each Released Party specifically disclaims and disputes any liability, culpability, negligence, misconduct or other wrongdoing toward the Representative Plaintiffs, the Settlement Class Members, or any other person, or that class certification is appropriate in this or any other matter. This Settlement Agreement, and any communications, papers, or orders related to the settlement, may not be cited to, used, or admitted as evidence of liability or that class action certification is appropriate. There has been no determination by any court as to the merits of the claims asserted by the Representative Plaintiffs against Defendant or as to whether a class should be certified, other than for settlement purposes only.

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

13.7 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

13.8 The Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of the Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Settlement Agreement. The terms of the Settlement Agreement shall be binding upon each of the Settling Parties to this Settlement Agreement, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

13.9 Released Parties shall not be liable for any additional attorneys' fees, costs or expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Settlement Agreement and through the funding of the Settlement Fund. Settlement Class Counsel agree to hold Released Parties harmless from any claim regarding the division of any Attorneys' Fees and Expenses Award to Settlement Class Counsel, and any claim that the term "Settlement Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any attorneys' fees awarded to Settlement Class Counsel in this lawsuit.

13.10 The Settlement Agreement shall be considered to have been negotiated,

executed and delivered, and to be wholly performed, in the State of West Virginia, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of West Virginia without giving effect to that State's choice of law principles.

13.11 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

13.12 The individuals signing this Settlement Agreement on behalf of CAMC represent that they are fully authorized by CAMC to enter into, and to execute, this Settlement Agreement on their behalf. Representative Plaintiffs' Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for CAMC on behalf of Representative Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

13.13 None of the Settling Parties to this Settlement Agreement shall be

considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

13.14 The Settling Parties agree that this Settlement Agreement, and the Final Order following from the Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation other than with respect to the Released Claims as against CAMC and the Released Parties.

13.15 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision to the extent the Parties do not exercise their right to terminate under Section 12.

13.16 All notices or formal communications under this Settlement Agreement shall be in writing and shall be given (i) by hand delivery; (ii) email; or (iii) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

For the Representative Plaintiffs and the Settlement Class:

Troy N. Giatras, Esq.  
Matthew W. Stonestreet, Esq.  
The Giatras Law Firm  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301  
[troy@thewvlawfirm.com](mailto:troy@thewvlawfirm.com)  
[matt@thewvlawfirm.com](mailto:matt@thewvlawfirm.com)

Amber L. Schubert

Schubert Jonckheer & Kolbe LLP  
2001 Union St, Suite 200  
San Francisco, CA 94123  
[aschubert@sjk.law](mailto:aschubert@sjk.law)

For CAMC:

Rita Massie Biser, Esq.  
Moore & Biser PLLC  
317 Fifth Avenue  
South Charleston, West Virginia 25303  
[rbiser@moorebiserlaw.com](mailto:rbiser@moorebiserlaw.com)

David P. Saunders  
McDermott Will & Schulte LLP  
444 West Lake Street  
Suite 4000  
Chicago, Illinois 60606  
[dsaunders@mwe.com](mailto:dsaunders@mwe.com)

Counsel may designate a change of the persons to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph.

13.17 Settlement Class Counsel, Representative Plaintiffs, Defendant, and Defendant's Counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Settlement Agreement shall not be deemed executed until signed by all Representative Plaintiffs, Settlement Class Counsel, and by counsel for and representative(s) of Defendant.

13.18 Should any part, term or provision of this Settlement Agreement be

declared or determined by any court or tribunal to be illegal or invalid, the Settling Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

13.19 Any headings contained in this Settlement Agreement are for informational purposes only and do not constitute a substantive part of the Agreement. In the event of a dispute concerning the terms and conditions of this Settlement Agreement, the headings shall be disregarded.

13.20 Each party represents and warrants that it has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

13.21 If any of the dates or deadlines specified in this Settlement Agreement falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day.

13.22 All dollar amounts are in United States dollars, unless otherwise expressly stated.

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<<SIGNATURE PAGE FOLLOWS>>

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Settlement Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the day set forth below:

Dated: January \_\_\_\_, 2026


Charleston Area Medical Center, Inc., by:

---

Dr. Glenn Crotty, Jr.,  
President and CEO of  
Charleston Area Medical Center, Inc

Dated: January <sup>12<sup>th</sup></sup> \_\_\_\_, 2026

Dated: January \_\_, 2026

  
Troy N. Giatras  
Matthew Stonestreet  
**THE GIATRAS LAW FIRM**  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301  
*Attorneys for Class Representatives*

---

Rita Massie Biser  
**MOORE & BISER PLLC**  
317 Fifth Avenue  
South Charleston, West Virginia 25303  
*Attorney for Defendant*  
*Charleston Area Medical Center, Inc.*

Dated: January \_\_\_\_, 2026

Dated: January \_\_\_\_, 2026

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Amber L. Schubert  
**SCHUBERT JONCKHEER &  
KOLBE LLP**  
2001 Union Street, Suite 200  
San Francisco, California 94123  
*Attorney for Class Representatives*

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Scott Edward Cole  
**COLE & VAN NOTE**  
555 12th Street, Suite 2100  
Oakland, CA 94607  
*Attorney for Class Representatives*

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Settlement Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the day set forth below:

Dated: January \_\_\_\_, 2026

Charleston Area Medical Center, Inc., by:

---

Dr. Glenn Crotty, Jr.,  
President and CEO of  
Charleston Area Medical Center, Inc

Dated: January \_\_\_\_, 2026

Dated: January \_\_\_\_, 2026

---

Troy N. Giatras  
Matthew Stonestreet  
**THE GIATRAS LAW FIRM**  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301

*Attorneys for Class Representatives*


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Rita Massie Biser  
**MOORE & BISER PLLC**  
317 Fifth Avenue  
South Charleston, West Virginia 25303  
*Attorney for Defendant*  
*Charleston Area Medical Center, Inc.*

Dated: January \_\_\_\_, 2026

Dated: January 16, 2026

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Amber L. Schubert  
**SCHUBERT JONCKHEER &  
KOLBE LLP**  
2001 Union Street, Suite 200  
San Francisco, California 94123

*Attorney for Class Representatives*

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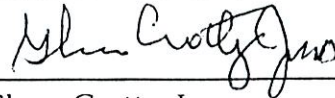
  
Scott Edward Cole  
**COLE & VAN NOTE**  
555 12th Street, Suite 2100  
Oakland, CA 94607

*Attorney for Class Representatives*

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Settlement Agreement to be executed on their behalf by their duly authorized officers or counsel of record, all as of the day set forth below:

Dated: January 19, 2026

Charleston Area Medical Center, Inc., by:



Dr. Glenn Crotty, Jr.,  
President and CEO of  
Charleston Area Medical Center, Inc

Dated: January \_\_, 2026

Dated: January 20 2026



Rita Massie Biser  
**MOORE & BISER PLLC**  
317 Fifth Avenue  
South Charleston, West Virginia 25303  
*Attorney for Defendant*  
*Charleston Area Medical Center, Inc.*

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Troy N. Giatras  
Matthew Stonestreet  
**THE GIATRAS LAW FIRM**  
118 Capitol Street, Suite 400  
Charleston, West Virginia 25301  
*Attorneys for Class Representatives*

Dated: January \_\_, 2026

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2001 Union Street, Suite 200  
San Francisco, California 94123  
*Attorney for Class Representatives*

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Scott Edward Cole  
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Oakland, CA 94607  
*Attorney for Class Representatives*

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