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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA

JOHNATHON MOHR, ANNA GALLINI, SAMUEL BEST, STEPHANIE CISSORSKY, MAYA SHENGOLD, ELI STEIKER-GINZBERG, DANIEL WINIKUR, LISA WATT, IAN ZOLITOR, MARKEITA REID, and COLIN POWERS, for themselves and others similarly situated, Plaintiffs, v. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM (d/b/a PENN MEDICINE), Defendant.	COMMERCE PROGRAM No. 230102149 **CLASS ACTION**

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement ("Agreement" or "Settlement Agreement") is entered into by and among (i) Plaintiffs, Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steiker-Ginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers ("Plaintiffs"); (ii) the Settlement Class (as defined herein); and (iii) Defendant, The Trustees of the University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine) ("Defendant"). The Settlement Class and Plaintiffs are collectively referred to as the "Plaintiffs" unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

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RECITALS

A. This putative class action was filed by Plaintiff Mohr on January 23, 2023, in the Court of Common Pleas of Philadelphia County. The material allegations of the Complaint centered on Defendant's alleged disclosure of its patients' personally identifiable information to Meta Platforms, Inc., formerly known as Facebook, Inc. ("Meta"), without permission in violation of the Pennsylvania Wiretapping and Electronic Surveillance Control Act, 18 Pa. Cons. Stat. § 5701, *et seq.* (the "WESCA").

B. In response to the Complaint, on February 24, 2023, Defendant filed a Notice of Removal to the United States District Court for the Eastern District of Pennsylvania.

C. On March 27, 2023, Plaintiff filed a Motion to Remand in the federal court, arguing that removal was improper. On April 20, 2023, after briefing, the federal court granted Plaintiff's Motion to Remand and remanded the case back to the Court of Common Pleas of Philadelphia County.

D. On April 18, 2024, Defendant filed Preliminary Objections pursuant to Rule 1028(a)(4) of the Pennsylvania Rules of Civil Procedure for failure to state a claim. On November 18, 2024, after full briefing, the Court overruled the Preliminary Objections.

E. On December 9, 2024, Defendant filed an Answer to the Complaint denying any wrongdoing and asserting affirmative defenses.

F. The Parties then engaged in fact discovery, which included written discovery and substantial document production.

G. On April 15 2025, Plaintiff Mohr sought leave to amend the Complaint, and, on May 12, 2025, the Court granted that motion.

H. On June 3, 2025, Plaintiffs then filed the First Amended Complaint which added the Plaintiffs as named Plaintiffs in the case. The First Amended Complaint centered on

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Defendant's alleged disclosure of its patients' personally identifiable information to Meta, Google LLC ("Google"), LinkedIn Corporation ("LinkedIn"), Snap Inc. ("Snap"), and Bytedance, also known as TikTok ("TikTok"), without permission in violation of the WESCA.

I. The Parties then engaged in further discovery, which included the depositions of Plaintiffs Mohr, Gallini, Cissorsky, Shengold, Steiker-Ginzberg, Winikur, Watt, Reid, and Powers.

J. After the above-described depositions and with fact discovery ongoing, the Parties agreed to mediate with The Honorable Diane M. Welsh (Ret.), formerly of the United States District Court for the Eastern District of Pennsylvania, and now with JAMS Philadelphia. To preserve the status quo for the mediation, the Parties agreed to stay the case pending mediation.

K. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged informal discovery and mediation briefing, including on issues such as the size and scope of the putative class, and certain facts related to the Plaintiff's claims and the Defendant's defenses.

L. The mediation took place in person on March 4, 2026 and lasted the entire day. At the conclusion of the mediation, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

M. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or attempted to commit, any wrongful act or violation of law or duty alleged in the Action and believes it would have prevailed at summary judgment, defeated class certification, and/or won at trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the

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

N. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised numerous factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and

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fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 "Action" means *Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)*, Case No. 230102149, pending in the Court of Common Pleas of Philadelphia County.

1.2 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement. Each Approved Claim shall be for $15.00, subject to *pro rata* reduction.

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

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

1.5 "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the

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Final Judgment. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 "Class Counsel" means Philip L. Fraietta and Alec M. Leslie of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC.

1.7 "Class Representatives" means the named Plaintiffs in this Action, Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steiker-Ginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers.

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

1.9 "Defendant" means The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine).

1.10 "Defendant's Counsel" means Mark S. Melodia, Paul Bond, Benjamin Wilson, and Sophie Kletzien of Holland & Knight LLP.

1.11 "Effective Date" means when one of the following occurs: (a) the Court gives final approval to the Settlement, with no objectors; (b) the Court grants final approval to the Settlement, and while the Settlement has drawn objectors, their time to appeal expires with no appeal taken; or (c) any appeal that is taken upholds the Settlement and the objector has no further right of appeal.

1.12 "Exclusion Deadline" means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court

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

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

1.15 **"Final Approval Hearing"** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representative.

1.16 **"Final Judgment"** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.17 **"Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, 231 Pa. Code Rule 1714(c), and is substantially in the form of Exhibits B and C, hereto.

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

1.19 "Objection Deadline" means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.20 "Person" shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. "Person" is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.21 "Plaintiffs" means Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steiker-Ginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers and the Settlement Class Members.

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

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

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1.24 "Released Claims" means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary, liquidated, statutory, or multiplied damages, expenses, costs, attorneys' fees, and/or obligations (including "Unknown Claims" as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta, Google, LinkedIn, Snap, or TikTok cookies, tracking pixels or any other tracking, analytics and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Defendant's use of the cookies, pixels and/or any other tracking, analytics and/or advertising technologies, or the allegations, facts, or circumstances described in the Action. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

1.25 "Released Parties" means The Trustees of The University of Pennsylvania (as Owner and Operator of The University of Pennsylvania Health System and in any other capacity), as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, vendors, independent contractors, insurers, reinsurers, directors, trustees, managing directors, officers, partners,

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principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

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

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

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

1.29 "Settlement Cap" means the total amount Defendant will pay or cause to be paid, which shall in no event exceed $9,250,000. Approved Claims, Notice and other Settlement Administrative Expenses, the Fee Award, and any incentive awards shall count against the Settlement Cap.

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1.30 "Settlement Class" means all Persons who between January 23, 2021, and January 23, 2023, accessed the myPennMedicine patient portal and had a Pennsylvania address on file at the time of access. Defendant represents that the Settlement Class encompasses 756,723 Persons.

1.31 "Settlement Class Member" means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion. The following are excluded from being Settlement Class Members: the Court and its staff and any Person who died prior to March 4, 2026.

1.32 "Settlement Website" means a website, referenced in Section 4(e) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced this Agreement.

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

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

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF

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KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Final Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members. Defendant will pay or cause to be paid the following: (a) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Section 2.3 below; (b) the Notice and other Settlement Administration Expenses actually incurred by the Settlement Administrator as described in Section 4 below; (c) the Fee Award, as may be ordered by the Court and as described in Section 8.1 below; and (d) any incentive awards to the Plaintiffs, as may be ordered by the Court and as described in Section 8.3 below.

2.2 Schedule of Payments. Defendant will make or cause to be paid payments in accordance with the following schedule:

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

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

(c) *Incentive Awards*. An amount equal to Plaintiffs' incentive award as ordered by the Court, to be paid as described at Section 8.3, below.

(d) *Payment of Valid Approved Claims*. An amount equal to $15.00 multiplied by the number of Approved Claims, which amount is to be paid within ninety (90) days of the Effective Date.

2.3 Claims Process. Each Settlement Class Member will be entitled to submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment*. Each Settlement Class Member may file a Claim Form that will, if valid after it is completed by the Settlement Class Member submitting the Claim Form, entitle him or her to a cash payment of $15.00, subject to *pro rata* deduction in the event that the Settlement Cap would be exceeded by the payment of Approved Claims, Notice and other Settlement Administration Expenses, the Fee Award, and the incentive awards.

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

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(c) *Cash Payment*. The Settlement Administrator shall distribute cash payments for Approved Claims within thirty (30) days of Defendant paying or causing to be paid the sum set forth in Section 2.2 (d) above.

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

2.5 Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Sections 2.3 and 2.4, above, or is submitted after the Claims Deadline.

2.6 Cash Benefit – Uncleared Checks. Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit, and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members. Unpaid funds from uncleared checks will in no event revert back to Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be disbursed to the Pennsylvania Interest on Lawyers Trust Account Board, pursuant to 231 Pa. Code Rule 1716(b).

2.7 Prospective Relief. Defendant represents that the Meta pixel is not currently being used on pennmedicine.org. Defendant maintains a committee for web governance that assesses and will assess the implementation and use of analytics and advertising technologies on pennmedicine.org to evaluate whether such use is consistent with Defendant's mission and applicable law. Additionally, while continuing to deny liability, Defendant agrees that for the next two years Defendant will not use analytics and advertising technologies on

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pennmedicine.org unless the web governance committee determines that it is consistent with applicable law at that time.

3. RELEASE.

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

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

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List*. No later than fourteen (14) days after Preliminary Approval, Defendant shall produce to the Settlement Administrator an electronic list from their records that includes the names and email addresses, to the extent available, belonging to Persons within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List" and shall be provided to the Settlement Administrator and Class Counsel. Class Counsel may not send advertisements, solicitations, or

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communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice. If the email address for any Settlement Class Member is not available or effective, the Settlement Administrator shall mail direct notice via U.S. mail.

(c) *Reminder Notice*. Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. If the email address for any Settlement Class Member is not available or effective, the Settlement Administrator shall mail the reminder notices via U.S. mail.

(d) *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.uphspixelsettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

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

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

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (a) the objector's name and address; (b) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (c) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (d) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (e) a statement indicating whether the

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objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

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

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (a) be bound by any orders or the Final Judgment; (b) be entitled to relief under this Settlement Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called "mass" or

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"class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.6 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(d) is provided.

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

4.8 No Person shall have any claim against the Settlement Administrator, Defendant, Defendant's Counsel, Plaintiffs' Counsel and/or the Representative Plaintiffs based on distributions of benefits to Settlement Class Members and/or other actions taken to comply with or effectuate this Agreement.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide

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Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

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

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

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

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

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above,

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or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and one opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to The Honorable Diane M. Welsh (Ret.) for binding determination.

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

6. TERMINATION OF SETTLEMENT.

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

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(e) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

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

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

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

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its

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

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

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

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

(b) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct

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the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

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

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

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

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

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

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(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

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

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

8.1 Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed $3,700,000. Class Counsel will petition the Court for an award of such attorneys' fees, and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

8.2 The Fee Award shall be payable within thirty (30) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibits D-1 and D-2, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to W-9 forms.

8.3 Subject to Court approval, the Plaintiffs may be paid incentive awards by the Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. Plaintiffs Mohr, Gallini, Cissorsky, Shengold, Steiker-Ginzberg, Winikur, Watt, Reid, and Powers may request an incentive award of

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$5,000 each. Plaintiffs Best and Zolitor may request an incentive award of $2,500 each. Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the incentive awards to the Class Representatives if limited to these amounts. Class Counsel, in turn, agrees to seek no more than these amounts from the Court as incentive awards for the Class Representatives. Such award will be paid by Defendant (in the form of a check to the Class Representative that is sent in care of Class Counsel) within thirty (30) days of the Effective Date.

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

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

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

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

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

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

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class

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Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

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

10. MISCELLANEOUS PROVISIONS.

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

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to

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assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument.

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A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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

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

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

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

10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 50 Main Street, Suite 475, White Plains, NY 10606; Scott R. Drury, Drury Legal, LLC, 6 Carriage Lane, Highwood, Illinois 60040; Mark S. Melodia, Holland & Knight LLP, 787 Seventh Avenue, 31st Floor, New York, NY 10019; and Paul Bond, Holland & Knight LLP, 1650 Market Street, Suite 3300, Philadelphia, PA 19103.

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IT IS SO AGREED TO BY THE PARTIES:

Dated: Apr 1, 2026

JOHNATHAN MOHR

By: Johnathon Mohr
Johnathon Mohr (Apr 1, 2026 11:34:09 EDT)
Johnathan Mohr, individually and as representative of the Class

Dated: Mar 30, 2026

ANNA GALLINI

By: ANNA GALLINI (Mar 30, 2026 13:10:07 EDT)
Anna Gallini, individually and as representative of the Class

Dated: Mar 30, 2026

SAMUEL BEST

By: SAMUEL BEST (Mar 30, 2026 12:54:18 EDT)
Samuel Best, individually and as representative of the Class

Dated: Mar 30, 2026

STEPHANINE CISSORSKY

By: STEPHANINE CISSORSKY (Mar 30, 2026 10:22:16 EDT)
Stephanine Cissorsky, individually and as representative of the Class

Dated: Mar 30, 2026

MAYA SHENGOLD

By: MAYA SHENGOLD (Mar 30, 2026 11:40:45 EDT)
Maya Shengold, individually and as representative of the Class

Dated: Mar 30, 2026

ELI STEIKER-GINZBERG

By: ELI STEIKER-GINZBERG (Mar 30, 2026 10:29:15 EDT)
Eli Steiker-Ginzberg, individually and as representative of the Class

Dated: Apr 2, 2026

DANIEL WINIKUR

By: DANIEL WINIKUR (Apr 2, 2026 16:23:54 EDT)
Daniel Winikur, individually and as representative of the Class

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Dated: Mar 30, 2026

LISA WATT

By: Lisa Watt (Mar 30, 2026 10:52:26 EDT)
Lista Watt, individually and as representative of the Class

Dated: Apr 1, 2026

IAN ZOLITOR

By: Ian Zolitor
Ian Zolitor, individually and as representative of the Class

Dated: Mar 31, 2026

MARKEITA REID

By: Markeita Reid
Markeita Reid, individually and as representative of the Class

Dated: Mar 30, 2026

COLIN POWERS

By: COLIN POWERS (Mar 30, 2026 14:47:18 EDT)
Colin Powers, individually and as representative of the Class

Dated: 4/7/2026

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM (D/B/A PENN MEDICINE)

By: DocuSigned by: Kevin Mahoney
B8DE2A5CDC87419...

Name: Kevin Mahoney

Title: Chief Executive Officer

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IT IS SO STIPULATED BY COUNSEL:

Dated: Mar 30, 2026

BURSOR & FISHER, P.A.

By: _____

Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
50 Main Street, Suite 475
White Plains, NY 10606
Tel: 914.874.0710
Fax: 914.206.9656

Alec M. Leslie
aleslie@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Tel: 646.837.7150
Fax: 212.989.9163

Dated: Mar 30, 2026

DRURY LEGAL, LLC

By: Scott R. Drury
Scott R. Drury (Mar 30, 2026 21:18:55 CDT)

Scott R. Drury
scott@drurylegal.com
DRURY LEGAL, LLC
6 Carriage Lane
Highwood, IL 60040
Tel: 312.358.8225

Class Counsel

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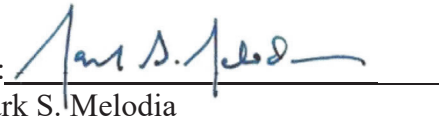
Dated: April 7, 2026

HOLLAND & KNIGHT LLP

By: 

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HOLLAND & KNIGHT LLP
1650 Market Street, Suite 3300
Philadelphia, PA 19103
Tel: 215.252.9600
Fax: 215.867.6070

Attorneys for Defendant

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EXHIBIT A

Docusign Envelope ID: D11DF628-841B-4A83-B87E-C094C5F672D7

Mohr, *et al.* v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)

In the Court of Common Pleas of Philadelphia County

Case No. 230102149

Settlement Claim Form

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

Please read the full notice of this settlement (available at [**hyperlink**]) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit this Claim Form.

MAIL: [**ADDRESS**]

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME **LAST NAME**

STREET ADDRESS

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

EMAIL ADDRESS **PHONE NUMBER**

POTENTIAL CASH PAYMENT: You may be entitled to receive a cash payment up to **$15.00** if between January 23, 2021, and January 23, 2023, you accessed the myPennMedicine patient portal and had a Pennsylvania address on file at the time of access.

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

Venmo ☐ Venmo Username: _____

PayPal ☐ PayPal Email: _____

Zelle ☐ Zelle Email: _____

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PART TWO: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that between January 23, 2021, to and through January 23, 2023, I accessed the myPennMedicine patient portal and had a Pennsylvania address on file at the time of access, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE	**DATE**

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

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EXHIBIT B

Docusign Envelope ID: D11DF628-841B-4A83-B87E-C094C5F672D7

From: UPHSPixelSettlement@uphspixelsettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)

Case No. 230102149 (Court of Common Pleas of Philadelphia County) (the "Action")

Our Records Indicate that You May Be Entitled to a Payment from a Class Action Settlement.

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine), disclosed its patients' personally identifiable information ("PII") to third parties via tracking pixels offered by Meta Platforms, Inc., formerly known as Facebook, Inc. ("Meta"); Google LLC; and other tracking, analytics, and/or advertising technologies without consent in violation of the Pennsylvania Wiretapping and Electronic Surveillance Control Act, 18 Pa. Cons. Stat. § 5701, *et seq.* (the "WESCA").

Defendant denies all of Plaintiffs' claims in the lawsuit and maintains that it engaged in no wrongdoing, but has agreed to the settlement to avoid the expense, burdens and uncertainties associated with continuing the case. For additional details and a full copy of the class action settlement agreement, please visit [hyperlink]. Capitalized terms in this summary document incorporate the meaning of the defined terms set out in the class action settlement agreement.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all persons who between January 23, 2021, and January 23, 2023, accessed the myPennMedicine patient portal and had a Pennsylvania address on file at the time of access, subject to certain exceptions. Please note that this definition of "Settlement Class Member" has been selected because records readily exist to determine settlement class membership. Defendant denies any access to, use of, or disclosure of health records.

What Can I Get? You **must** submit a Claim Form [hyperlink] to receive a payment of up to $15.00. Up to a total cap of $9,250,000, Defendant has agreed to pay all approved claims to the Settlement Class, together with notice and administrative expenses, approved attorneys' fees and costs to Class Counsel, and incentive awards to the Class Representatives. Additionally, Defendant is not currently using the Meta pixel on pennmedicine.org and pursuant to the Settlement, will have its web governance committee assess the implementation and use of analytics and advertising technologies on the website. Moreover, while continuing to deny liability, Defendant agrees that for the next two years Defendant will not use analytics and advertising technologies on pennmedicine.org unless the web governance committee determines that its use is consistent with applicable law at that time.

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How Do I Get a Payment? You **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE].

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

Who Represents Me? The Court has appointed lawyers Philip L. Fraietta and Alec M. Leslie of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at _____ on [date] in Courtroom X at the Court of Common Pleas of Philadelphia County, City Hall, Philadelphia, PA 19107, or by remote videoconference. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award Class Representatives Mohr, Gallini, Cissorsky, Shengold, Steiker-Ginzberg, Winikur, Watt, Reid, and Powers up to $5,000 each, and Class Representatives Best and Zolitor up to $2,500 each, for their services in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than $3,700,000, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.uphspixelsettlement.com, contact the settlement administrator at 1-___-___-____, [address], or call Class Counsel at 1-646-837-7150.

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EXHIBIT C

Docusign Envelope ID: D11DF628-841B-4A83-B87E-C094C5F672D7

COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY

Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine), Case No. 230102149

If You Accessed the myPennMedicine Patient Portal Between January 23, 2021, and January 23, 2023, You May Be Entitled to a Payment from a Class Action Settlement.

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

- A settlement has been reached in a class action lawsuit claiming that Defendant, The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine), disclosed its patients' personally identifiable information ("PII") to third parties via tracking pixels by Meta Platforms, Inc., formerly known as Facebook, Inc. ("Meta"), Google LLC ("Google") and other providers of tracking, analytics, and/or advertising technologies without consent in violation of the Pennsylvania Wiretapping and Electronic Surveillance Control Act, 18 Pa. Cons. Stat. § 5701, *et seq.* (the "WESCA").

- Defendant denies all of Plaintiffs' claims in the lawsuit and maintains that it engaged in no wrongdoing, but has agreed to the settlement to avoid the expense, burdens and uncertainties associated with continuing the case.

- You are included if between January 23, 2021, and January 23, 2023, you accessed the myPennMedicine patient portal and had a Pennsylvania address on file at the time of access, subject to certain exceptions. Please note that this definition of "Settlement Class Member" has been selected because records readily exist to determine settlement class membership. Defendant denies any access to, use of, or disclosure of health records.

- Persons included in the Settlement Class will be eligible to submit a Claim Form to receive a cash payment of up to $15.00. Additionally, Defendant is not currently using the Meta pixel on the pennmedicine.org website and pursuant to the Settlement, will have its web governance committee assess the implementation and use of analytics and advertising technologies on the website. Moreover, while continuing to deny liability, Defendant agrees that for the next two years, Defendant will not use analytics and advertising technologies on pennmedicine.org unless the web governance committee determines that its use is consistent with applicable law at that time.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the **only** way to receive a payment up to $15.00.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement.

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GO TO THE HEARING BY [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You **will not** get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

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

BASIC INFORMATION

1. Why was this Notice issued?

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

The case is called *Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)*, Case No. 230102149, pending in the Court of Common Pleas of Philadelphia County. The people who sued are called the Plaintiffs. The Defendant is The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine).

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steiker-Ginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers) sue on behalf of a group or a "class" of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit claims that Defendant violated the Pennsylvania Wiretapping and Electronic Surveillance Control Act, 18 Pa. Cons. Stat. § 5701, *et seq.* (the "WESCA") by disclosing its patients' personally identifiable information ("PII") to third parties via the Meta and Google tracking pixels and other tracking, analytics, and/or advertising technologies without consent. Defendant denies all of Plaintiffs' claims in the lawsuit and maintains that it engaged in no wrongdoing.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will get compensation. The Representative Plaintiffs and their attorneys believe the settlement is fair, reasonable, and adequate and, thus, best

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for the Settlement Class and its members. The settlement does NOT mean that Defendant did anything wrong.

WHO'S INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** is defined as:

All persons who between January 23, 2021, and January 23, 2023, accessed the myPennMedicine patient portal and had a Pennsylvania address on file at the time of access.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: Each Settlement Class Member who files a valid claim will receive a cash payment of up to $15.00. In addition, Defendant has agreed to pay the costs of notice and administration of the Settlement, approved attorneys' fees and costs to Class Counsel, and incentive awards to the Class Representatives. Defendant has agreed to pay up to a total of $9,500,000.

Prospective Relief: Additionally, Defendant is not currently using the Meta pixel on the pennmedicine.org website and pursuant to the Settlement, will have its Web Governance Committee assess the implementation and use of analytics and advertising technologies on the website. Moreover, while continuing to deny liability, Defendant agrees that for the next two years, Defendant will not use analytics and advertising technologies on pennmedicine.org unless the web governance committee determines that its use is consistent with applicable law at that time.

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

7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a payment. **If you submit a valid Claim Form, you will receive a cash payment** of up to **$15.00**.

You must provide proof of your Settlement Class membership when filing a claim by providing the unique Notice ID and Confirmation Code on the notice you received by e-mail. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please call 1-XXX-XXX-XXXX to verify your identity and receive further information on how to file a claim.

8. When will I get my payment?

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The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after the Settlement has been finally approved and any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

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

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be "releasing" the Defendant and certain of its affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are "releasing" the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the "court documents" link on the website.

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

11. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

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The Court has appointed Philip L. Fraietta and Alec M. Leslie of Bursor & Fisher, P.A. and Scott R. Drury of Drury Legal, LLC to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid by Defendant and awarded by the Court. Class Counsel is entitled to seek no more than $3,700,000, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid an incentive award by Defendant for helping to bring and settle the case. Class Representatives Mohr, Gallini, Cissorsky, Shengold, Steiker-Ginzberg, Winikur, Watt, Reid, and Powers may seek up to $5,000 each, and Class Representatives Best and Zolitor may seek up to $2,500 each, as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)*, Case No. 230102149 settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

Penn Pixel Privacy Settlement
0000 Street
City, ST 00000

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

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

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

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

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)*, Case No. 230102149 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below, as well as the Settlement Administrator at the address set forth in Question No. 14, above.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

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

Court	Class Counsel	Defendant's Counsel
Clerk's Office City Hall Philadelphia, PA 19107	Philip L. Fraietta Bursor & Fisher P.A. 50 Main St., Suite 475 White Plains, NY 10606 Scott R. Drury Drury Legal, LLC	Mark S. Melodia Holland & Knight LLP 787 Seventh Ave., 31st Flr. New York, NY 10019 Paul Bond Holland & Knight LLP 1650 Market St., Suite 3300 Philadelphia, PA 19103

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	6 Carriage Lane, Highwood, Illinois 60040	

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

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at _____ on [date] Courtroom X at the Court of Common Pleas of Philadelphia County, City Hall, Philadelphia, PA 19107, or by remote videoconference. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.uphspixelsettlement.com] or call 1-646-837-7150.

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in *Mohr, et al. v. The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)*, Case No. 230102149." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must

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be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question Nos. 14 and 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.uphspixelsettlement.com. You may also write with questions to Mohr Pixel Privacy Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

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EXHIBIT D-1

Docusign Envelope ID: D11DF628-841B-4A83-B87E-C094C5F672D7

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA

JOHNATHON MOHR, ANNA GALLINI, SAMUEL BEST, STEPHANIE CISSORSKY, MAYA SHENGOLD, ELI STEIKERGINZBERG, DANIEL WINIKUR, LISA WATT, IAN ZOLITOR, MARKEITA REID, and COLIN POWERS, for themselves and others similarly situated, Plaintiffs, v. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM (d/b/a PENN MEDICINE), Defendant.	COMMERCE PROGRAM No. 230102149 **CLASS ACTION**

STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS, AND EXPENSES

Plaintiffs Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steiker-Ginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers ("Plaintiffs") and Defendant, The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine) ("Defendant") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher, P.A. (the "Firm") desires to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees, costs, and expenses approved by the Court, and

WHEREAS, the Defendant does not object to the Undertaking.

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NOW, THEREFORE, undersigned counsel, on behalf of himself as individual and as agent for his law firm, hereby submits himself and his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Court of Common Pleas of Philadelphia County for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, or the Final Judgment is upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall, within thirty (30) days repay to Defendant or Defendant's insurer, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to the Firm from the Settlement Fund, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to Defendant any of attorneys' fees and costs that are owed to either pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firm, summarily issue orders, including but not limited to judgments and

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attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

Should the Firm dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the termination of this Undertaking, Class Counsel shall execute a new Undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

The undersigned stipulates, warrants, and represents that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

The undersigned declares under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: _____, 2026 BURSOR & FISHER, P.A.

_____
By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A., Attorneys for Plaintiffs Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steikerginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers and Class Counsel

DATED: April 7, 2026 HOLLAND & KNIGHT LLP

_____

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By: Mark S. Melodia
Attorneys for Defendant, The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)

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EXHIBIT D-2

Docusign Envelope ID: D11DF628-841B-4A83-B87E-C094C5F672D7

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA

JOHNATHON MOHR, ANNA GALLINI, SAMUEL BEST, STEPHANIE CISSORSKY, MAYA SHENGOLD, ELI STEIKERGINZBERG, DANIEL WINIKUR, LISA WATT, IAN ZOLITOR, MARKEITA REID, and COLIN POWERS, for themselves and others similarly situated, Plaintiffs, v. THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA AS OWNER AND OPERATOR OF THE UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM (d/b/a PENN MEDICINE), Defendant.	COMMERCE PROGRAM No. 230102149 **CLASS ACTION**

STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS, AND EXPENSES

Plaintiffs Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steiker-Ginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers ("Plaintiffs") and Defendant, The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine) ("Defendant") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Drury Legal, LLC (the "Firm") desires to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees, costs, and expenses approved by the Court, and

WHEREAS, the Defendant does not object to the Undertaking.

Docusign Envelope ID: D11DF628-841B-4A83-B87E-C094C5F672D7

NOW, THEREFORE, undersigned counsel, on behalf of himself as individual and as agent for his law firm, hereby submits himself and his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Court of Common Pleas of Philadelphia County for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, or the Final Judgment is upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall, within thirty (30) days repay to Defendant or Defendant's insurer, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to the Firm from the Settlement Fund, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to Defendant any of attorneys' fees and costs that are owed to either pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firm, summarily issue orders, including but not limited to judgments and

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attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

Should the Firm dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the termination of this Undertaking, Class Counsel shall execute a new Undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

The undersigned stipulates, warrants, and represents that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

The undersigned declares under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: Mar 30, 20, 2026

DRURY LEGAL, LLC

Scott R. Drury
Scott R. Drury (Mar 30, 2026 21:18:55 CDT)

By: Scott R. Drury, on behalf of Drury Legal, LLC, Attorneys for Plaintiffs Johnathon Mohr, Anna Gallini, Samuel Best, Stephanine Cissorsky, Maya Shengold, Eli Steikerginzberg, Daniel Winikur, Lisa Watt, Ian Zolitor, Markeita Reid, and Colin Powers and Class Counsel

DATED: April 7, 2026

HOLLAND & KNIGHT LLP

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By: Mark S. Melodia
Attorneys for Defendant, The Trustees of The University of Pennsylvania as Owner and Operator of The University of Pennsylvania Health System (d/b/a Penn Medicine)

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Up to $9.25M Penn Medicine Settlement Resolves Lawsuit Over Alleged Disclosure of Patient Info