Dauphin County Prothonotary E-Filed - 13 Mar 2026 02:43:15 PM
Case Number: 2025-CV-02411

**IN THE COURT OF COMMON PLEAS**
**OF DAUPHIN COUNTY, PENNSYLVANIA**

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| MELANIE HUDSON, JAMES SMITH, GREGORY MINARCHICK, TAHIRA WASHINGTON, NICHOLAS ZULLO, and JOSEPH YURCHO, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>PENNSYLVANIA STATE EDUCATION ASSOCIATION,<br><br>Defendant. | CIVIL DIVISION<br><br>No. 2025-CV-02411 |

# SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement" or "Agreement"),[1] dated as of March 13, 2026 (the "Execution Date"), is entered into by and between Plaintiffs Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho ("Plaintiffs"), on behalf of themselves and the Settlement Class, on the one hand, and Defendant Pennsylvania State Education Association ("PSEA" or "Defendant") (collectively, the "Parties"), on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order and Judgment entered by the Court. This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in *Melanie Hudson et al. v. Pennsylvania State Education Association*, Case No. 2025-CV-02411 (Pa. Com. Pl., Dauphin Cty.) (the "Action").

[1] All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

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## I. Recitals

1. Defendant is a public sector union that represents teachers, educational support professionals, counselors, curriculum specialists, librarians, health care workers, school nurses, school dental hygienists, school nurses, school psychologists, school social workers, vocational-technical instructors, college and university educators and administrative professionals, students, and retirees in the Commonwealth of Pennsylvania..

2. In the course of its operations, Defendant has collected, maintained, and stored personal information pertaining to its members and some of their relatives, including, but not limited to, their full names, addresses, Social Security numbers, driver's license numbers or state IDs, account numbers, account PINs, security codes, passwords and routing numbers, payment card numbers, payment card PINs, payment card expiration dates, passport numbers, taxpayer ID numbers, usernames and passwords, health insurance information, and medical information.

3. Cyber-criminals gained unauthorized access to Defendant's network on or about July 6, 2024, and may have exfiltrated Private Information related to some of the Defendant's members.

4. On March 18, 2025, after an investigation, Defendant began notifying, by letter, individuals who may have had their Private Information impacted in the Data Incident.



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5. As a result of the Data Incident, Plaintiffs filed a consolidated class action complaint on May 19, 2025, against Defendant, asserting claims arising out of the Data Incident.

6. Defendant filed preliminary objections to the Complaint on July 3, 2025.

7. Shortly thereafter, the Parties began discussing settlement and ultimately scheduled a mediation with an experienced data breach class action mediator, Hon. Wayne R. Andersen (Ret.) of JAMS, for December 2, 2025.

8. The Parties held the mediation on December 2, 2025, and made substantial progress toward reaching a settlement, but were unable to come to a full agreement on all material terms.

9. Over the two weeks following the mediation, the Parties continued their negotiations under the guidance of the mediator and were able to reach an agreement in principle to settle this Action.

10. The Parties now agree to settle the Action in its entirety, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not concede any of the allegations in the other complaints related to the Data Incident), and disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing



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contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend for this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

## II. Definitions

11. "Action" means the lawsuit entitled: *Melanie Hudson et al. v. Pennsylvania State Education Association*, Case No. 2025-CV-02411, filed in the Court of Common Pleas of Dauphin County, Pennsylvania.

12. "Aggregate Cap" means $2,500,000.00, the total aggregate amount fundable by PSEA for Valid Claims, including for Cash Benefits and credit monitoring services, notice and administration costs, attorneys' fees, and Service Awards.

13. "Alternative Cash Payment" means the Settlement Benefit consisting of a $50.00 cash payment that Settlement Class Members may elect under Section IV herein.



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14. "Application for Attorneys' Fees, Costs, and Service Awards" means the application to be filed, seeking Service Awards for Class Representatives and Unnamed Plaintiffs, and Class Counsel's attorneys' fees and reimbursement for costs and expenses.

15. "Cash Benefits" means the Cash Payment for Out-of-Pocket Losses and Alternative Cash Payment that Settlement Class Members may elect under Section IV herein.

16. "Cash Payment for Out-of-Pocket Losses" means the Settlement Benefit that Settlement Class Members, who incurred out-of-pocket losses, may elect under Section IV herein.

17. "Claim" means the submission of a Claim Form by a Claimant.

18. "Claim Form" means the proof of claim, substantially in the form attached hereto as **Exhibit A**, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

19. "Claim Form Deadline" means the deadline by which Settlement Class Members must submit a Claim Form for any Settlement Payment to which the Claimant is entitled, which shall be sixty (60) days after the Notice Date, or upon such other date as set by the Court in the Preliminary Approval Order.

20. "Claimant" means a Settlement Class member who submits a Claim Form.

21. "Class Counsel" means Gerald D. Wells III of Lynch Carpenter and Bart D. Cohen of Bailey & Glasser LLP.

22. "Class List" means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records, and do so within seven (7) days of entry of the Preliminary



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Approval Order. The Class List shall include the Settlement Class's names, emails, and postal addresses.

23. "Class Representative" means Plaintiffs Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho.

24. "Complaint" means the Consolidated Class Action Complaint filed in the Action on May 19, 2025.

25. "Court" means the Court of Common Pleas of Dauphin County, Pennsylvania and the judge(s) assigned to the Action.

26. "Data Incident" means the incident in which an unauthorized third party potentially gained access to Settlement Class Members' Private Information on July 6, 2024.

27. "Defendant" means Pennsylvania State Education Association ("PSEA").

28. "Defendant's Counsel" means Christopher G. Dean of McDonald Hopkins LLC.

29. "Effective Date" means the date on which the following have occurred: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired and no appeal has been taken or, if such an appeal or request for permission to appeal has been filed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; or the Court following resolution of the



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appeal enters a further order or orders approving the settlement on the material terms set forth herein and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing. Notwithstanding the foregoing, any order modifying or reversing any Attorneys' Fees and Expenses Award or Service Awards made in this case shall not affect whether the Final Approval Order and Judgment is "Final" as defined herein or any other aspect of the Final Approval Order and Judgment.

30. "Email Notice" means the email notice of the Settlement, substantially in the form attached as **Exhibit B**, that the Settlement Administrator shall disseminate to the portion of the Settlement Class for whom the Defendant possesses email addresses.

31. "Final Approval" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order and Judgment, substantially in the form attached to the Motion for Final Approval.

32. "Final Approval Hearing" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Awards.

33. "Final Approval Order and Judgment" means the final order and separate Final Judgment that the Court enters granting Final Approval of the Settlement, in the form of or materially in the form of the proposed Final Approval Order and Judgment, which will be submitted with the motion seeking Final Approval of the Settlement. The Final Approval Order and Judgment also includes the orders, which may be entered



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separately, determining the amount of attorneys' fees and costs awarded to Class Counsel.

34. "Long Form Notice" means the long form notice of the Settlement, substantially in the form attached as **Exhibit D**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

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

36. "Motion for Preliminary Approval" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

37. "Notice" means the Email Notice, Postcard Notice, Long Form Notice, Publication Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

38. "Notice Date" means forty-five (45) days following entry of the Preliminary Approval Order, by which date the Settlement Administrator shall commence the Notice Program provided herein.

39. "Notice Program" means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, Long Form Notice, Publication Notice, Settlement Website, and settlement telephone line.

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



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41. "Objection Deadline" means the deadline by which any Settlement Class Member seeking to object to the fairness, reasonableness, or adequacy of any term or aspect of the Settlement, Distribution Plan, the Final Approval Order and Judgment, the application for attorneys' fees and expenses, or the Service Awards, or making a request to be heard and appear, in person or by his or her attorney, at the Fairness Hearing and present evidence or argument that may be proper and relevant must file a written, signed objection or request to be heard with the Court and serve on the Parties' Counsel, according to the procedures set forth in the Preliminary Approval Order and the Notice. Such deadline shall be sixty (60) days after the Notice Date.

42. "Opt-Out Deadline" means the deadline by which any Settlement Class Member requesting to be excluded (*i.e.*, opting out) from the Settlement Class must submit a written exclusion request, according to the procedures set forth in the Preliminary Approval Order and the Notice. Such deadline shall be sixty (60) days after the Notice Date.

43. "Out-of-Pocket Losses" are documented unreimbursed costs or expenditures incurred by a Settling Class Member that are fairly traceable to the Data Incident. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses, or charges incurred on or after July 6, 2024, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information; (2) costs incurred on or after July 6, 2024, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss, such as notary, fax, postage, copying, mileage, internet usage charges (if



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either charged by the minute or incurred solely as a result of the Data Incident), and long-distance telephone charges and cellphone minutes (if charged by the minute); and (4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred on or after July 6, 2024, through the date the Court enters the Preliminary Approval Order.

44. "Party" means the Plaintiffs or the Defendant, and "Parties" means Plaintiffs and Defendant collectively.

45. "Plaintiffs" means Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho.

46. "Postcard Notice" means the postcard notice of the Settlement, substantially in the form attached as **Exhibit C**, that the Settlement Administrator shall disseminate to the portion of the Settlement Class for whom Defendant possesses postal addresses but no email addresses.

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

48. "Preliminary Approval Order" means the order preliminarily approving the Settlement and dissemination of the proposed Notice Program, substantially in the form attached as **Exhibit E**.

49. "Private Information" means Settlement Class Members' information that may have been accessible in the Data Incident, which may include, but is not limited to: full names, dates of birth, Social Security numbers, driver's license or state ID numbers, account numbers, account PINs, security codes, passwords and routing numbers, payment card numbers, payment card PINs, payment card expiration dates, passport



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numbers, taxpayer ID numbers, usernames and passwords, health insurance information, and medical information.

50. "Publication Notice" means a regional notice in USA Today to apprise the Settlement Class of the Settlement, substantially in the form attached as **Exhibit F**.

51. "Releases" means the releases and waiver set forth in Section XI of this Agreement.

52. "Released Claims" means the claims described in Section XI of this Agreement.

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

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



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

55. "Service Awards" shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives and the payment the Court may award the Unnamed Plaintiffs.

56. "Settlement Administrator" means RG/2 Claims Administration LLC.

57. "Settlement Administration Costs" means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

58. "Settlement Benefits" means the forms of relief provided by this Settlement as described in Section IV, which will be available to those Settlement Class Members who file Valid Claims.

59. "Settlement Class" means all natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board



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members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.

60. "Settlement Class Member" or "Class Member" means any member of the Settlement Class who has not opted out of the Settlement.

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

62. "Unnamed Plaintiffs" means Dominique Thompson, Robert Twaddell, Janice Shanafelt, Audrey Plassio, and Tara Dusko, each of whom filed a complaint against Defendant relating to the Data Incident but was not named in the Consolidated Complaint.

63. "Valid Claim" means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined



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to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

## III. Certification of the Settlement Class

64. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order and Judgment is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. This Agreement or any negotiations leading to this Agreement shall not be referenced in support of any subsequent motion for class certification of any class in the Action, or as supporting any argument that the claims asserted herein are appropriate for treatment on a class wide basis.

## IV. Settlement Consideration

65. Under this Agreement, subject to the Aggregate Cap, Defendant shall pay or cause to be paid (1) Settlement Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to the Class Representatives and Unnamed Plaintiffs; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Notice costs and Settlement Administration Costs.



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**a. Settlement Benefits**

66. When submitting a Claim for a Settlement Benefit, Settlement Class Members must select one or more of the available Settlement Benefits: (i) a Cash Payment for Out-of-Pocket Losses up to $5,000, (ii) an Alternative Cash Payment of $50, and (iii) credit monitoring services. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Benefit.

**i. Cash Payment for Out-of-Pocket Losses**

67. Settlement Class Members may submit a claim for a Cash Payment for Out-of-Pocket Losses under this section for up to $5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment for Out-of-Pocket Losses on the Claim Form, attesting, under penalty of perjury, to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Incident. If a Settlement Class Member does not submit reasonable documentation supporting a loss or if their Claim is deemed to be incomplete by the Settlement Administrator, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected for a documented loss payment and the Settlement Administrator shall have the discretion to treat the Settlement Class Member's claim as if he or she elected the Alternative Cash Payment.



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**ii. Alternative Cash Payment**

68. As an alternative to a Cash Payment for Out-of-Pocket Losses above, a Settlement Class Member may elect to receive an Alternative Cash Payment of $50.00.

**iii. Credit Monitoring Services**

69. Settlement Class Members may also elect to receive two (2) years of credit monitoring. The service shall include credit monitoring from one (1) credit bureau, access to credit report(s) and identity theft insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and the Settlement Administrator will send a unique, non-transferable, single-use redemption code for the credit monitoring service, either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the Claim Form.

**b. Aggregate Cap**

70. The total amount payable by or on behalf of Defendant under this Agreement – including for Settlement Benefits, Settlement Administration Costs (including, without limitation, all costs associated with Notice and Publication Notice), and any Court-approved attorneys' fees and costs and Service Awards – shall not exceed the Aggregate Cap (*i.e.*, $2,500,000).

71. The amount remaining under the Aggregate Cap after payment of all Settlement Administration Costs, Court-approved attorneys' fees and costs and Service Awards, and the cost of providing credit monitoring is the "Net Remaining Cap."

72. The aggregate amount of Valid Claims for Cash Payments for Out-of-Pocket Losses shall not exceed 50% of the Net Remaining Cap. If the aggregate amount



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of Valid Claims for Cash Payments for Out-of-Pocket Losses exceeds 50% of the Net Remaining Cap, then compensation for each Valid Claim for Cash Payment for Out-of-Pocket Losses shall be prorated down to bring the aggregate amount payable for Cash Payments for Out-of-Pocket Losses to 50% of the Net Remaining Cap. The amount of the Net Remaining Cap remaining after payment of all Cash Payments for Out-of-Pocket Losses as set forth in this paragraph is the "Post-Documented-Loss Remaining Cap."

73. If the Post-Documented-Loss Remaining Cap is not sufficient to pay all Valid Claims for an Alternative Cash Payment in the amount of $50.00, then compensation for each Valid Claim for Alternative Cash Payment shall be prorated down to bring the aggregate amount payable for Alternative Cash Payments to the Post-Documented-Loss Remaining Cap.

## V. Settlement Approval

74. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendant. The proposed Preliminary Approval Order also shall be attached to the motion in a form agreed to by Class Counsel and Defendant.

75. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action pending Final Approval of the Settlement; and (7) schedule



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a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

## VI. Settlement Administrator

76. The Parties agree that, subject to Court approval, RG/2 Claims Administration LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

77. Defendant shall be responsible for all costs of Notice and settlement administration. For avoidance of doubt, Plaintiffs, Settlement Class Members, and Class Counsel shall not be responsible for any costs associated with Notice or settlement administration.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, and distributing the Settlement Benefits to Settlement Class Members who submit Valid Claims.

79. The Settlement Administrator's duties include:

a. Ensuring that the Court-approved Notice Program is effectuated by the Notice Date;

b. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice, Postcard Notice, and Publication Notice, sending



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Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Benefits to Settlement Class Members who submit a Valid Claim;

c. Establishing and maintaining a post office box to receive objections, opt-out requests, and Claim Forms from the Settlement Class Members;

d. Establishing and maintaining the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the



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Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distributing Settlement Benefits to Settlement Class Members that submitted Valid Claims;

k. Distributing Court-approved attorneys' fees and costs, and Service Awards;

l. Distributing Settlement Administration Costs; and

m. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, or the Court, including, but not limited to, verifying that the Settlement Benefits have been properly distributed.

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

## VII. Notice to the Settlement Class

81. Defendant will coordinate to make available to the Settlement Administrator the Class List no later than seven (7) days after entry of the Preliminary Approval Order.

82. Within forty-five (45) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Email Notice shall be disseminated by the Settlement Administrator to the Settlement Class Members for whom the Defendant has



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an email address. For all Settlement Class Members for whom Defendant does not have an email address, Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing address to the extent known. Email and Postcard Notice shall also be enhanced by Publication Notice. Notice shall also be published on the Settlement Website.

83. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address database maintained by the United States Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Defendant.

84. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; an identifier unique to each individual in the Settlement Class; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date.



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No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

85. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. At the direction and discretion of Class Counsel, the Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. If Class Counsel elects remailing, then no later than forty-five (45) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

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

87. **Opt-Outs:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and both the Email Notice and Postcard Notice shall direct individuals in the Settlement Class to review the Long



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Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be in writing and must identify the case name "*Hudson, et al. v. Pennsylvania State Education Association*", be personally signed by the Settlement Class member, and contain the name, address, telephone number, and email address (if any), and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Any Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

88. **Objections:** The Long Form Notice also shall include a procedure for individuals in the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and both the Email Notice and Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be



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considered by the Court, the objection must be submitted no later than the last day of the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;



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e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

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

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

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

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

## VIII. Claim Form Process and Disbursement of Settlement Benefits

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



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

93. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

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

95. The Settlement Administrator shall take, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or



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

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



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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Agreement.

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

a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.



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c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

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

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

101. The Settlement Administrator shall distribute the Settlement Benefits no later than thirty (30) days after the Effective Date.

102. Settlement Benefits to Settlement Class Members will be paid electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the



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mail. Settlement Class Members receiving payment by check shall have one hundred eighty (180) days to negotiate the check.

## IX. Final Approval Order and Judgment

103. Plaintiffs shall file their Motion for Final Approval of the Settlement twenty-one (21) days before the original date set for the Final Approval Hearing. Plaintiffs shall file their Application for Attorneys' Fees, Costs, and Service Awards no later than fourteen (14) days before the Objection Deadline and Opt-out Deadline. At the Final Approval Hearing, the Court will hear arguments on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

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

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting, filing, maintaining, prosecuting, or pursuing any Released Claims against any Released Parties, at any time and in any jurisdiction, including during any appeal from



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the Final Approval Order and Judgment; and retain jurisdiction over the enforcement of the Court's injunctions;

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

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

## X. Service Awards, Attorneys' Fees and Costs

105. **Service Awards** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Class Representatives in the amount not to exceed $1,500.00 each. Defendant takes no position on the request for Service Awards in this amount. If approved, the Service Awards shall be paid not later than fifteen (15) days after the Effective Date. The Service Awards payments to the Class Representatives shall be separate and apart from their entitlement to Settlement Benefits provided for in this Agreement.

106. In recognition of the time and effort the Unnamed Plaintiffs expended in pursuing the original actions filed against Defendant, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request Service Awards for the Unnamed Plaintiffs in the amount not to exceed $500.00 each. Defendant takes no position on the request for Service Awards in this amount. If approved, the



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Service Awards shall be paid not later than fifteen (15) days after the Effective Date. The Service Awards payments to the Unnamed Plaintiffs shall be separate and apart from their entitlement to Settlement Benefits provided for in this Agreement.

107. **Attorneys' Fees and Costs** - Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to one-third of the Aggregate Cap ($833,333.33). Defendant takes no position on the request for attorneys' fees and costs in this amount. The attorneys' fees and cost awards approved by the Court shall be paid not later than fifteen (15) days after the Effective Date by the Settlement Administrator by wire transfer to an account designated by Class Counsel. Plaintiffs will file an Application for Attorneys' Fees and Costs (and Service Awards) no later than fourteen (14) days before the Objection Deadline and Opt-Out Deadline.

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

## XI. **Releases**

109. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown,



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asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint.

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

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

112. With respect to the Released Claims, Plaintiffs and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

113. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may



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change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Settlement Benefit from the Settlement. In accordance with this, the Releasing Parties agree they shall have released any and all Released Claims, including unknown claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

114. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class



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Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## XII. Termination of Settlement

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

a. the Court's approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;

b. the Court's entry of the Preliminary Approval Order;

c. the Court's entry of the Final Approval Order and Judgment and overruling of all objections (if any), and the resolution of all appeals taken from the Final Approval Order and Judgment (if any) in favor of Final Approval; and

d. the occurrence of the Effective Date.

116. If any of the conditions specified in the preceding paragraph are not met, then this Agreement may be cancelled and terminated.

117. Defendant shall have the option to terminate this Agreement if more than 100 Settlement Class Members opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Deadline, or the option to terminate shall be considered waived.

118. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this



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Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

119. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant.

## XIII. Effect of Termination

120. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

## XIV. No Admission of Liability

122. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an



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

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

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



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

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

## XV. Miscellaneous Provisions

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

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

129. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each



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other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

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

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

133. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

134. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice



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Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order and Judgment.

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

If to Plaintiffs or Class Counsel:

Gerald D. Wells, III
LYNCH CARPENTER, LLP
1760 Market Street
Suite 600
Philadelphia, PA 19103
(267) 609-6910
jerry@lcllp.com

Bart D. Cohen
BAILEY & GLASSER LLP
1055 Thomas Jefferson Street NW
Suite 540
Washington, D.C. 20007
(267) 973-4855
bcohen@baileyglasser.com

If to Defendant or Defendant's Counsel:

Christopher G. Dean
MCDONALD HOPKINS LLC
600 Superior Avenue, East, Suite 2100
Cleveland, OH 44114
(216) 348-5400
cdean@mcdonaldhopkins.com



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

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

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

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

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



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

141. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Page to Follow*



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Case Number: 2025-CV-02411

**PLAINTIFFS**

Melanie Hudson
Melanie Hudson

Tahira Washington

James Smith

Nicholas Zullo

Gregory Minarchick

Joseph Yurcho

**CLASS COUNSEL**

Gerald D. Wells, III
Lynch Carpenter, LLP

Bart D. Cohen
Bailey & Glasser LLP

**PENNSYLVANIA STATE EDUCATION ASSOCIATION**

By: _____

Its _____

**DEFENDANT'S COUNSEL**

Christopher G. Dean
McDonald Hopkins LLC

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**PLAINTIFFS**

Signed by:
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Melanie Hudson

Tahira Washington

James Smith

Nicholas Zullo

Gregory Minarchick

Joseph Yurcho

**CLASS COUNSEL**

Gerald D. Wells, III
Lynch Carpenter, LLP

Bart D. Cohen
Bailey & Glasser LLP

**PENNSYLVANIA STATE EDUCATION ASSOCIATION**

By: _____

Its _____

**DEFENDANT'S COUNSEL**

Christopher G. Dean
McDonald Hopkins LLC

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Dauphin County Prothonotary E-Filed - 13 Mar 2026 02:43:15 PM
Case Number: 2025-CV-02411

**PLAINTIFFS**

Melanie Hudson

Tahira Washington

James Smith

Signed by:
Nicholas Zullo
0C548FCEBC81435...

Nicholas Zullo

Gregory Minarchick

Joseph Yurcho

**CLASS COUNSEL**

Gerald D. Wells, III
Lynch Carpenter, LLP

Bart D. Cohen
Bailey & Glasser LLP

**PENNSYLVANIA STATE EDUCATION ASSOCIATION**

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**PENNSYLVANIA STATE EDUCATION ASSOCIATION**

By: _____

Its _____

**DEFENDANT'S COUNSEL**

Christopher G. Dean
McDonald Hopkins LLC



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Tahira Washington

James Smith

Nicholas Zullo

Gregory Minarchick

Joseph Yurcho (Mar 10, 2026 15:47:21 EDT)

Joseph Yurcho

**CLASS COUNSEL**

Gerald D. Wells, III
Lynch Carpenter, LLP

Bart D. Cohen
Bailey & Glasser LLP

**PENNSYLVANIA STATE EDUCATION ASSOCIATION**

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Its _____

**DEFENDANT'S COUNSEL**

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Its _____

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**CLASS COUNSEL**

Gerald D. Wells, III
Lynch Carpenter, LLP

Bart D. Cohen
Bailey & Glasser LLP

**PENNSYLVANIA STATE EDUCATION ASSOCIATION**

By: _____

Its EXECUTIVE DIRECTOR

**DEFENDANT'S COUNSEL**

_____
Christopher G. Dean
McDonald Hopkins LLC

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Case Number: 2025-CV-02411

# EXHIBIT A

Dauphin County Prothonotary E-Filed - 13 Mar 2026 02:43:15 PM
Case Number: 2025-CV-02411

**Your claim must be submitted online or postmarked by: DATE**

# CLAIM FORM

*Melanie Hudson, et al v. Pennsylvania State Education Association*
Case No. 2025-CV-02411
Court of Common Pleas of Dauphin County, Pennsylvania

## GENERAL INSTRUCTIONS

You are a Settlement Class Member if your Private Information was potentially compromised in the data security incident (the "Data Incident") announced by the Pennsylvania State Education Association ("Defendant") in 2025. You may submit a claim for settlement benefits as outlined below. You are eligible for monetary recovery in this settlement if you submit a valid and approved claim in the settlement of *Melanie Hudson, et al. v. Pennsylvania State Education Association*, Case No. 2025-CV-02411. Please refer to the Long-Form Notice posted on the Settlement Website www.XXXXXXXXX.com for more information on submitting a Claim Form.

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

PSEA Data Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

**You may submit a claim for the following benefits:**

1) **Cash Payment for Out-Of-Pocket Losses:** Settlement Class Members may submit a claim for reimbursement of documented, unreimbursed costs or expenditures incurred that are fairly traceable to the Data Incident up to $5,000 upon presentation of documentation evidencing such losses.
2) **Alternative Cash Payment:** In the alternative to a Cash Payment for Out-Of-Pocket Losses, Settlement Class Members may submit a claim for a $50 cash payment, with such amount being subject to proration based upon the number of Valid Claims filed.
3) **Credit Monitoring:** In addition to electing either of the other benefits, Settlement Class Members may claim two years of credit monitoring that will provide proactive credit and identity monitoring, personalized recovery assistance, and reimbursement for expenses.

## I. NAME AND CONTACT INFORMATION

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

**First Name** **Last Name**

**Address 1**

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_____

**Address 2**

_____ ____ ____ _____

**City** **State** **Zip Code**

_____

**Email Address**

**(** ____ ____ ____ **)** ____ ____ ____ - ____ ____ ____ ____

**Telephone Number**

## II. CLASS MEMBERSHIP

☐ Check this box to certify that you are an individual whose Private Information was potentially impacted in the Data Incident.

Enter the Class Member ID provided on your Notice: _____

## III. CASH PAYMENT FOR OUT-OF-POCKET LOSSES

Settlement Class Members may submit a claim for up to $5,000 of out-of-pocket losses related to the Data Incident. Out-of-Pocket Losses may include, without limitation, the following:

1) unreimbursed costs, expenses, losses, or charges incurred on or after July 6, 2024, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information;
2) costs incurred on or after July 6, 2024, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency;
3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss, such as notary, fax, postage, copying, mileage, internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and long-distance telephone charges and cellphone minutes (if charged by the minute); and
4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred on or after July 6, 2024, through [DATE OF PRELIMINARY APPROVAL].

☐ **Check this box if you wish to submit a claim for a Cash Payment for Out-of-Pocket Losses.** To receive a Cash Payment for Out-of-Pocket Losses, a Settlement Class Member must attest, under penalty of perjury, to incurring documented losses. You are required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Incident.

**Total amount for this category $ _____** (not more than $5,000)

*Settlement Class Members with losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.*

Supporting documentation must be provided. If a Settlement Class Member does not submit reasonable documentation supporting the loss, or if their Claim is rejected by the Settlement

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Administrator for any reason, and the Settlement Class Member fails to cure the Claim, the Claim will be rejected and the Settlement Class Member's claim may be treated as if he or she elected a Alternative Cash Payment.

## IV. ALTERNATIVE CASH PAYMENT

All Settlement Class Members may make a claim for an alternative cash payment in the amount of $50 without the need to document losses incurred as a result of the Data Incident. (*You cannot file a claim for Cash Payment for Out-of-Pocket Losses if you claim the Alternative Cash Payment.)*

☐ **Check this box to request an Alternative Cash Payment.**

## V. CREDIT MONITORING

In addition to electing to receive monetary compensation, all Settlement Class Members may also elect to receive two years of credit monitoring. If you elect to receive Credit Monitoring, an activation code will be sent to the email address you provided on this Claim Form once Settlement benefits are distributed.

☐ **Check this box to request Credit Monitoring.**

## VI. PAYMENT SELECTION

☐ Check here if you would like to receive payment for your approved claim, if any, via electronic means.
Please provide the email address for an electronic payment notification: _____

If you do not check this box or provide a valid email address, your payment will be mailed via check to the address provided above.

## VII. ATTESTATION & SIGNATURE

By signing my name below, I swear and affirm subject to the laws of my state that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me.

_____ ____ ____ / ____ ____ / ____ ____ ____ ____
Signature Date

_____
Printed Name

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# EXHIBIT B

Dauphin County Prothonotary E-Filed - 13 Mar 2026 02:43:15 PM
Case Number: 2025-CV-02411

**Subject:** Legal Notice: Melanie Hudson, et al. v. Pennsylvania State Education Association, Case No. 2025-CV-02411

**To: Class Member Name**
**Class Member ID: XXX-XXX-XXX**
**PIN: XXXX**

PLEASE READ THIS NOTICE CAREFULLY.

A court authorized this notice. This is not a solicitation from a lawyer.

**If your Private Information was potentially compromised in a Data Incident announced by the Pennsylvania State Education Association on or around March 18, 2025, you may be eligible for a payment from a proposed class action settlement.**

- A proposed Settlement has been reached in a class action lawsuit known as *Melanie Hudson, et al. v. Pennsylvania State Education Association,* Case No. 2025-CV-02411 ("Lawsuit"), filed in the Court of Common Pleas of Dauphin County, Pennsylvania.
- This Lawsuit arises out of unauthorized access to the Pennsylvania State Education Association ("PSEA" or "Defendant") systems and certain files containing sensitive and/or personal information including, but not limited to, full names, addresses, Social Security numbers, driver's license numbers or state IDs, account numbers, account PINs, security codes, passwords and routing numbers, payment card numbers, payment card PINs, payment card expiration dates, passport numbers, taxpayer ID numbers, usernames and passwords, health insurance information, and medical information (collectively "Private Information") occurring on or around July 6, 2024 and which was announced by Defendant on or about March 18, 2025 (the "Data Incident"). Defendant disagrees with Plaintiffs' claims and denies any wrongdoing.
- All Settlement Class Members who submit a Valid Claim can receive the following benefits from the Settlement: two years of credit monitoring, plus either (1) up to $5,000 for documented out-of-pocket expenses, or (2) a cash payment of up to $50.
- You are included in this Settlement as a Settlement Class Member if your Private Information was potentially compromised as a result of the Data Incident, which occurred on or about July 6, 2024, and was announced by Defendant on March 18, 2025.
- Your legal rights are affected regardless of whether you do or do not act.

**Who is Included?** The Settlement Class includes all natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident on or around March 18, 2025.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.

**What does the Settlement Provide?** The Settlement provides for up to $2,500,000 to pay for (1) Cash Payments for Out-of-Pocket Losses; (2) Alternative Cash Payments; (3) credit monitoring; (4) Settlement Administration Costs; and (5) Court-approved attorneys' fees, costs and Service Awards.

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- **Cash Payment for Out-of-Pocket Losses:** Settlement Class Members may submit a claim for a Cash Payment for Out-of-Pocket losses, not to exceed $5,000 per Settlement Class Member, that were incurred as a result of and are fairly traceable to the Data Incident upon presentation of documentation evidencing such losses. Out-of-Pocket Losses may include, without limitation, the following: (1) unreimbursed costs, expenses, losses, or charges incurred on or after July 6, 2024, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information; (2) costs incurred on or after July 6, 2024, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss, such as notary, fax, postage, copying, mileage, internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and long-distance telephone charges and cellphone minutes (if charged by the minute); and (4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred on or after July 6, 2024, through [DATE OF PRELIMINARY APPROVAL ORDER].
- **Alternative Cash Payment:** In the alternative to a Cash Payment for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a cash payment of $50 without the need to submit documentation. The amount of the payment is subject to proration based upon the number of Valid Claims filed.
- **Credit Monitoring**: In addition to electing either of the other benefits, Settlement Class Members may claim two (2) years of credit monitoring that will provide proactive credit and identity monitoring, personalized recovery assistance, and reimbursement for expenses.

**How To Get Benefits?** You must complete and file a Claim Form online or by mail postmarked by **DATE**, including required supporting documents if you choose a Cash Payment for Out-of-Pocket Losses. You can file your claim online at www.XXXXXXXXXXXXX.com. To file online, your unique Class Member ID and PIN are required to access the form. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number XXX-XXX-XXXX, and submitting it by mail to PSEA Data Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

**Class Member ID: XXX-XXX-XXX PIN: XXXX**

**What Are My Other Options?** If you stay in the Settlement Class, you will be legally bound by the Settlement's terms and you will release your claims against PSEA and the other Released Parties, regardless of whether you file a claim.

If you do not want to be legally bound by the terms of the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will be bound by the terms of this Settlement Agreement and you will release any claim you may have (as defined in the Settlement Agreement) related to the Data Incident, as more fully described in the Settlement Agreement and Long Form Notice, available on the Settlement Website at www.XXXXXXXXXXXXX.com.

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling the Court why you do not think the Settlement should be approved. Objections must be submitted in writing by **DATE**. Instructions on how to submit a written objection can be found in the Settlement Agreement and Long Form Notice on the website at www.XXXXXXXXXX.com.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on DATE at TIME before the Honorable Judge XXXXXXXX of the Court of Common Pleas of Dauphin County, 101

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Market St., Harrisburg, PA 17101, to consider: whether to approve the Settlement, service awards, attorneys' fees and litigation expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

**You are encouraged to review the Long Form Notice.** To review the Long Form Notice, review other important documents, including the Settlement Agreement, and obtain more information about the proposed Settlement, please visit www.XXXXXXXXXX.com.

If you have any questions, you can contact the Settlement Administrator by calling toll-free XXX-XXX-XXXX or by emailing **XXXXXX@rg2claims.com**.

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# EXHIBIT C

Legal Notice

A court authorized this notice.
This is not a solicitation from a lawyer.

*MELANIE HUDSON, ET AL.*
*V.*
*PENNSYLVANIA STATE EDUCATION ASSOCIATION*
CASE NO. 2025-CV-02411

**If your Private Information was potentially compromised as a result of a Data Incident announced by the Pennsylvania State Education Association on March 18, 2025, you may be eligible for a payment from a proposed class action settlement.**

**Learn More At:**
**www.XXXXXXXXXXX.com**

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**PSAE Data Settlement**
**c/o RG/2 Claims Administration LLC**
**P.O. Box 59479**
**Philadelphia, PA 19102-9479**

Postal Service: Please do not mark barcode

«BarCode» TAR «MailCode»
«FirstName» «LastName»
«Street»
«Street2»
«City», «State» «Zip»

***Class Member ID:*** **----------** ***Pin:*** **--------**

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A proposed Settlement has been reached with Pennsylvania State Education Association ("Defendant") for claims arising out of a data incident. On or about July 6, 2024, an unauthorized third party potentially gained access to the Defendant's network and certain individuals' Private Information (the "Data Incident").

**Who is Included?** The Settlement Class includes all natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident on or around March 18, 2025.

**What does the Settlement Provide?** The Settlement provides for up to $2,500,000 to be used to pay for (1) compensation for Out-of-Pocket Losses; (2) Alternative Cash Payments; (3) credit monitoring; (4) Settlement Administration Costs; and (5) Court-approved attorneys' fees, costs and Service Awards.

- **Out-Of-Pocket Losses:** Settlement Class Members may submit a claim of up to $5,000 for documented unreimbursed losses or expenditures incurred that are fairly traceable to the Data Incident, with presentation of documentation evidencing such losses; or
- **Alternative Cash Payment:** In the alternative to a Cash Payment for Out-of-Pocket Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment of $50, which amount is subject to proration based upon the number of Valid Claims filed; and
- **Credit Monitoring:** In addition to electing either of the other benefits, Settlement Class Members may claim two years of credit monitoring that will provide proactive credit and identity monitoring, personalized recovery assistance, and reimbursement for expenses.

**How To Get Benefits** You must complete and file a Claim Form online or by mail postmarked by **(DATE)**, including required supporting documents if you choose a Cash Payment for Out-of-Pocket Losses. You can file your claim online through the Settlement Website at **www.XXXXXXXXXXXXX.com**. Your unique Class Member ID and PIN are required to access the form to file online. You may also get a paper Claim Form on the Setttlement Website, or by calling the toll-free number XXX-XXX-XXXX, and submit it by mail to PSEA Data Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

**What Are My Other Options?** If you stay in the Settlement Class, you will be legally bound by the Settlement's terms and you will release your claims against Defendant and the other Released Parties, regardless of whether you file a claim. If you do not want to be legally bound by the terms of the Settlement, you must exclude yourself by **(DATE)**. If you do not exclude yourself, you may object to the Settlement by **(DATE)**, as more fully described in the Settlement Agreement, available on the Settlement Website.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on **(DATE) at (TIME)** before the Honorable Judge XXXXXXXX of the Court of Common Pleas of Dauphin County, 101 Market St., Harrisburg, PA 17101, to consider: whether to approve the Settlement, Service Awards, attorneys' fees and costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

For more information, please visit **www.XXXXXXXXXXXXX.com** or call toll-free XXX-XXX-XXXX or email **XXXXXXX@rg2claims.com**

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# EXHIBIT D

Dauphin County Prothonotary E-Filed - 13 Mar 2026 02:43:15 PM
Case Number: 2025-CV-02411

# NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

**If Your Private Information Was Potentially Compromised in a Data Incident Announced by the Pennsylvania State Education Association on March 18, 2025, You May be Eligible for Benefits From a Class Action Settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer, junk mail, or an advertisement.*

- A proposed Settlement has been reached in a class action lawsuit known as *Melanie Hudson, et al. v. Pennsylvania State Education Association*, Case No. 2025-CV-02411 (the "Action"), filed in the Court of Common Pleas of Dauphin County, Pennsylvania.
- The Action arises out of unauthorized access to the Pennsylvania State Education Association ("PSEA" or "Defendant") systems and certain files containing sensitive and/or personal information (collectively "Private Information") that occurred on or around July 6, 2024, and that was announced by Defendant on or about March 18, 2025 (the "Data Incident"). The Plaintiffs allege that the Data Incident was a result of Defendant's failure to use reasonable data-security measures. Defendant denies Plaintiffs' claims, and further denies any wrongdoing or liability.
- All Settlement Class Members who submit a Valid Claim can receive the following benefits from the Settlement: two years of credit monitoring, plus either (1) up to $5,000 for documented Out-of-Pocket Losses, or (2) an Alternative Cash Payment of $50, the amount of which is subject to proration based on the number of Valid Claims received.
- You are included in the Settlement if your Private Information was potentially compromised as a result of the Data Incident, including if you received a notification from PSEA that your information may have been compromised.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

| YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT | |
|---|---|
| **Submit a Claim** | **You must submit a Valid Claim to get money from this Settlement.**<br>Claim Forms must be submitted online by (DATE), if mailed, postmarked no later than (DATE). |
| **Exclude Yourself** | **Get out of the Settlement. Get no money. Keep your rights.**<br>This is the only option that allows you to keep your right to sue as to the claims in this lawsuit. You will not get any money from the Settlement.<br>Your request to exclude yourself must be received no later than (DATE). |
| **File an Objection** | Stay in the Settlement but tell the Court why you think the Settlement should not be approved.<br>Objections must be postmarked no later than (DATE). |
| **Go to a Hearing** | You can ask to speak in Court about the fairness of the Settlement, at your own expense. *See* Question 18 for more details.<br>The Final Approval Hearing is scheduled for (DATE). |

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## WHAT THIS NOTICE CONTAINS

**Basic Information** ..... **Pages 3-4**

1. How do I know if I am affected by the Action and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

**The Settlement Benefits** ..... **Pages 4-5**

6. What does this Settlement provide?
7. How do I submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representatives receive compensation?

**Exclude Yourself** ..... **Page 5-6**

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

**The Lawyers Representing You** ..... **Page 6**

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

**Objecting to the Settlement** ..... **Page 6-7**

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

**The Final Fairness Hearing** ..... **Page 7-8**

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

**Do Nothing** ..... **Page 8**

20. What happens if I do nothing?

**Get More Information** ..... **Page 8**

21. How do I get more information about the Settlement?

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## 1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if your Private Information was potentially compromised as a result of the Data Incident occurring on or around July 6, 2024, and announced by Defendant on or around March 18, 2025.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

## 2. What is the Action about?

The Action is known as *Melanie Hudson, et al. v. Pennsylvania State Education Association*, Case No. 2025-CV-02411, filed in the Court of Common Pleas of Dauphin County, Pennsylvania. The persons who sued are the "Plaintiffs," and the entity they sued, Pennsylvania State Education Association, is known as the "Defendant." Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone else whose Private Information was potentially impacted as a result of the Data Incident.

This Action arises out of unauthorized access to Defendant's systems and certain files containing sensitive and/or personal information that occurred on or around July 6, 2024, and that was announced by Defendant on or about March 18, 2025. Subsequently, Plaintiffs filed this Action, asserting claims against Defendant relating to the Data Incident. Defendant denies Plaintiffs' claims and denies any wrongdoing.

## 3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. Plaintiffs, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.XXXXXXXXX.com.

## 4. Why is this a class action?

In a class action, one or more people called "Class Representatives" (Plaintiffs) sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

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

You are included in the Settlement if your Private Information was potentially compromised as a result of the Data Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.XXXXXXXX.com, call toll-free 1-XXX-XXX-XXXX, send email to XXXXX@RG2claims.com, or write to PSEA Data Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

## THE SETTLEMENT BENEFITS

## 6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

**Cash Payment for Out-of-Pocket Losses:** All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for a Cash Payment for Out-of-Pocket Losses, not to exceed $5,000 per Settlement Class Member, that were incurred as a result of and are fairly traceable to the Data Incident upon presentment of documentation evidencing such losses. Out-of-Pocket Losses may include, without limitation: (1) unreimbursed costs, expenses, losses, or charges incurred on or after July 6, 2024, as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information; (2) costs incurred on or after July 6, 2024, associated with purchasing, accessing, or freezing/unfreezing credit reports with any credit reporting agency; (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss, such as notary, fax, postage, copying, mileage, internet usage charges (if either charged by the minute or incurred solely as a result of the Data Incident), and long-distance telephone charges and cellphone minutes (if charged by the minute); and (4) credit monitoring, fraud resolution, or other mitigative services or costs that were incurred on or after July 6, 2024, through and [DATE OF PRELIMINARY APPROVAL ORDER]. To receive reimbursement for any of the above-referenced out-of-pocket losses, Settlement Class Members must submit a valid and timely claim form, including necessary supporting documentation, to the Settlement Administrator.

**Alternative Cash Payment:** In the alternative to a Cash Payment for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a cash payment in the amount of $50, which is subject to proration based upon the number of Valid Claims filed. Settlement Class Members do not need to submit supporting documentation to claim an Alternative Cash Payment. (*You cannot file a claim for Out-of-Pocket Expenses if you claim the Alternative Cash Payment.*)

**Credit Monitoring**: In addition to electing either of the other benefits, Settlement Class Members may claim two years of credit monitoring that will provide proactive credit monitoring, access to credit report(s), and identity theft insurance.

## 7. How do I submit a claim?

All claims will be reviewed by the Settlement Administrator. You must file a Valid Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online or postmarked no later than **(DATE)**. You can download a Claim Form at www.XXXXXXXXX.com, send email to **XXXXX@RG2claims.com**, or you can call the Settlement Administrator at 1-XXX-XXX-XXXX. The

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unique Class Member ID and PIN on the Notice you received will be required to access the online and paper claim forms.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and the other Released Parties, as defined in the Settlement Agreement. The Settlement Agreement, which includes all provisions regarding settled claims, releases, and Released Parties, is available at www.XXXXXXXXXX.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10). Otherwise you will be included in the Settlement Class, if the Settlement is approved, and you will give up the right to sue for the claims in this case.

## 9. Will the Class Representative receive compensation?

Yes. The Class Representatives will apply for and, if approved by the Court, each receive a Service Award of $1,500 to compensate them for their services and efforts in bringing the Action. Plaintiffs who were involved in earlier stages of the Action but not included as Class Representatives, i.e., Plaintiffs who filed individual cases but were not included in the Complaint, will apply for and, if approved by the Court, each receive a Service Award of $500. The Court will make the final decision as to the amounts, if any, to be paid to the Class Representatives and other Plaintiffs.

### EXCLUDE YOURSELF

## 10. How do I exclude myself from the Settlement?

You can ask to be excluded from the Settlement. The opt-out or exclusion request must be in writing and must identify the case name, "*Hudson, et al. v. Pennsylvania State Education Association*," be personally signed by you, and contain your name, address, telephone number, and email address (if any), and unique identifier; identify any lawyer representing you; and must include a statement indicating a request to be excluded from the Settlement Class. You must mail your exclusion request, postmarked no later than **DATE** to the following address:

PSEA Data Settlement
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479
XXXX@rg2claims.com

You cannot exclude yourself by phone. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No mass or group opt-outs shall be permitted.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

## 11. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up any right to sue Defendant and the Released Parties for the claims or legal issues released in this Settlement, even if you do nothing.

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### 12. What happens if I do nothing at all?

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, and the Settlement, including its Release.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed Gerald D. Wells, III of the law firm LYNCH CARPENTER LLP and Bart D. Cohen of the law firm BAILEY & GLASSER LLP (called "Class Counsel") to represent the interests of all Settlement Class Members in this case. You will not be charged for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of Attorneys' Fees and Costs in an amount not to exceed $833,333.33. A copy of Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards will be posted on the Settlement Website, www.XXXXXXXXXX.com, before the Final Fairness Hearing. The Court will make the final decisions as to the amount to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

## OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Deadline, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope and if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. The objection must also set forth:

(i) your full name, address, telephone number, and e-mail address (if any);
(ii) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
(iii) the number of times you have objected to a class action settlement within the five years preceding the date that you filed the objection, the caption of each case in which you made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
(iv) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

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(v) the number of times in which your counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

(vi) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;

(vii) the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing;

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

(ix) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and

(x) your signature (an attorney's signature is not sufficient).

Your objection must include the case name and docket number, *Melanie Hudson, et al. v. Pennsylvania State Education Association,* Case No. 2025-CV-02411, and be submitted to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator, as follows:

| CLERK OF THE COURT | CLASS COUNSEL | DEFENSE COUNSEL | SETTLEMENT ADMINISTRATOR |
|---|---|---|---|
| Clerk of the Court<br>Dauphin County Courthouse<br>101 Market Street<br>Harrisburg, PA 17101 | LYNCH CARPENTER, LLP<br>Attn: Gerald D. Wells, III<br>1760 Market Street<br>Suite 600<br>Philadelphia, PA 19103<br><br>BAILEY & GLASSER, LLP<br>Attn: Bart D. Cohen<br>1055 Thomas Jefferson St. NW<br>Suite 540<br>Washington, D.C. 20007 | McDONALD HOPKINS<br>Attn: Christopher G. Dean<br>600 Superior Ave E<br>Cleveland, OH 4414 | PSEA Data Settlement<br>c/o RG/2 Claims Administration<br>P.O. Box 59479,<br>Philadelphia, PA 19102-9479 |

If you do not submit your objection with all requirements, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself 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 Settlement no longer affects you.

## THE FINAL FAIRNESS HEARING

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

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The Court will hold the Final Approval Hearing on (DATE) at (TIME) at the Court of Common Pleas of Dauphin County, 101 Market St., Harrisburg, PA 17101. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.XXXXXXXXX.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Application for Attorneys' Fees, Costs and Service Awards to Class Counsel and the Class Representatives.

**18. Do I have to come to the hearing?**

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

**19. May I speak at the hearing?**

Yes. You can speak at the Final Approval Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

## DO NOTHING

**20. What happens if I do nothing?**

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you will release the claims against Defendant and the other Released Parties.

## GET MORE INFORMATION

**21. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards and more, please visit www.XXXXXXX.com or call 1-XXX-XXX-XXXX . You may also contact the Settlement Administrator at PSEA Data Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479 or via email at XXXXXX@RG2claims.com.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.**

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# EXHIBIT E

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**IN THE COURT OF COMMON PLEAS**
**OF DAUPHIN COUNTY, PENNSYLVANIA**

| | |
|---|---|
| MELANIE HUDSON, JAMES SMITH, GREGORY MINARCHICK, TAHIRA WASHINGTON, NICHOLAS ZULLO, and JOSEPH YURCHO, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>PENNSYLVANIA STATE EDUCATION ASSOCIATION,<br><br>Defendant. | CIVIL DIVISION<br><br>No. 2025-CV-02411 |

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

This matter came before the Court on Plaintiffs Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho's ("Plaintiffs" or "Class Representatives") Unopposed Motion for Preliminary Approval of Class Settlement Agreement ("Motion"). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant Pennsylvania State Education Association ("Defendant") (collectively, the "Parties") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.[1]

[1] Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action

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1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Pa. R. Civ. P. 1702 and 1708-1709, the Court conditionally certifies the Settlement Class in this matter defined as follows:

> All natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.

The class is comprised of approximately 517,487 individuals.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or facts common to the Settlement Class, (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class, (4) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in Pa. R. Civ. P. 1709, and (5) a class action provides a fair and efficient method of adjudication of the controversy under the criteria set forth in Pa. R. Civ. P. 1708.

2. **Class Representatives and Settlement Class Counsel.**

Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are

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Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Class Counsel: Gerald D. Wells, III of Lynch Carpenter, LLP, and Bart D. Cohen of Bailey & Glasser LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed is Settlement fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026 at _____ o'clock [a.m./p.m.] in the Court of Common Pleas of Dauphin County, Pennsylvania, Courtroom _____, 101 Market Street, Harrisburg, PA 17101, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to Pa. R. Civ. P. 1702 and 1708-1709; (b) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Pa. R. Civ. P. 1714; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (except those who have filed timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) Plaintiff's Motion for Attorneys' Fees,

Costs, and Service Awards should be granted; (f) Gerald D. Wells, III of Lynch Carpenter, LLP and Bart D. Cohen of Bailey & Glasser LLP should be finally appointed as Settlement Class Counsel; and (g) Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho should be finally appointed as Class Representatives.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court at least twenty-one (21) Days prior to the date of the Final Approval Hearing, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representative shall be filed with the Court at least twenty-one (21) Days prior to the date of the Final Approval Hearing.

6. **Administration.** The Court appoints RG/2 Claims Administration LLC as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Defendant shall pay the Notice and Settlement Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Email Notice, Long Form Notice, Postcard Notice and Publication Notice that are attached to the Settlement Agreement as **Exhibits B, C, D and F**, satisfy the requirements of Pa. R. Civ. P. 1714, constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms or the Settlement, provide Settlement Class Members with details regarding how

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to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **forty-five (45) Days of the entry of this Preliminary Approval Order** (the "Notice Deadline"), the Settlement Administrator shall, as applicable, disseminate or publish the Email Notice, Postcard Notice, Long Form Notice, and Publication Notice, and establish a Settlement Website and settlement telephone line, all as provided for in the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to Pa. R. Civ. P. 1714. Specifically, the Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Awards for the Class Representatives, as well as the amount that Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Approval Hearing;

and prominently display the address and phone number of Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, the Notice Program, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to Pa. R. Civ. P. 1714 and constitutes Due Process under the U.S. and Pennsylvania Constitutions.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign, and timely submit, complete, and mail a request for exclusion ("Opt-Out Request") to the Settlement Administrator at the address in the Notice. The opt-out request must be in writing and must identify the case name "*Hudson, et al. v. Pennsylvania State Education Association*," be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and unique identifier of the Settlement Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Opt outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or Judgment; (ii) be entitled to the Settlement Benefits under the

Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

To be effective, an Opt-Out Request must be postmarked ***no later than the Opt-Out Deadline, which is sixty (60) days after the Notice Date***.

10. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the ***Objection Deadline***, ***which is sixty (60) days after the Notice Date***. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made

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

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

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

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

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

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

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** The Court preliminarily approves the plan for remuneration described in Section IV of the Settlement Agreement.

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

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

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

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the

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Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

| EVENT | DATE |
|---|---|
| Notice Deadline | 45 Days after Preliminary Approval |
| Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award | 14 Days before the Objection Deadline and Opt-Out Deadline |
| Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement | 60 Days after Notice Deadline |
| Deadline for Class Members to Submit Claim Forms (Electronically or Postmarked by Mail) | 60 Days after Notice Deadline |
| Deadline for Plaintiffs to File Motion for Final Approval of Settlement | 21 Days before the original date set for the Final Approval Hearing |
| Final Approval Hearing | Not less than 105 days after Preliminary Approval (COURT TO FILL IN DATE)<br>_____, 2026 |

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IT IS SO ORDERED this ____ day of _____, 2026.

_____

Hon. Andrew H. Dowling
Judge, Court of Common Pleas
Dauphin County, Pennsylvania

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# EXHIBIT F

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**If Your Private Information Was Potentially Compromised in a Data Incident Announced by the Pennsylvania State Education Association on March 18, 2025, You May be Eligible for Benefits from a Class Action Settlement.**

A proposed Settlement has been reached in a class action lawsuit known as *Melanie Hudson, et al. v. Pennsylvania State Education Association*, Case No. 2025-CV-02411 (the "Action"), filed in the Court of Common Pleas of Dauphin County, Pennsylvania. The Action arises out of unauthorized access to the Pennsylvania State Education Association ("PSEA" or "Defendant") systems and certain files containing sensitive and/or personal information (collectively "Private Information") that occurred on or around July 6, 2024, and that was announced by Defendant on or about March 18, 2025 (the "Data Incident"). The Plaintiffs allege that the Data Incident was a result of Defendant's failure to use reasonable data security measures. Defendant denies Plaintiffs' claims, and further denies any wrongdoing or liability.

The proposed Settlement may affect your rights. For comprehensive information about the lawsuit and settlement, including the longer notice of Settlement and the Settlement Agreement with the precise terms and conditions of the Settlement, please see www.XXXXXXXX.com or call XXX-XXX-XXXX.

The Settlement Class includes all natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident on or around March 18, 2025. If you are a member of the Settlement Class, the mailed Legal Notice should be arriving shortly. If you believe you are a Settlement Class Member, you can contact the Settlement Administrator at XXX-XXX-XXXX to obtain more information. If you are a Settlement Class Member, you may be able to receive one of the following Settlement Benefits:

- **Out-Of-Pocket Losses:** Settlement Class Members may submit a claim for reimbursement of up to $5,000 cash for documented unreimbursed losses or expenditures incurred that are fairly traceable to the Data Incident, with presentation of documentation evidencing such losses; or
- **Alternative Cash Payment:** In the alternative to a Cash Payment for Out-of-Pocket Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment of $50, which amount is subject to proration based upon the number of Valid Claims filed; and
- **Credit Monitoring:** In addition to electing either of the other benefits, Settlement Class Members may also claim two years of credit monitoring that will provide proactive credit and identity monitoring, personalized recovery assistance, and reimbursement for expenses.

You must complete and file a Claim Form online or by mail postmarked by **(DATE)**, including required supporting documents to receive Settlement Benefits. Please see www.XXXXXXXX.com or call XXX-XXX-XXXX for a copy of the claim form. To file online, you need a unique Class Member ID. If you don't have a unique Class Member ID, you may file a claim only by mail.

If you do not want to be legally bound by the terms of the Settlement, you must exclude yourself by **(DATE)**. If you do not exclude yourself, you may object to the Settlement by **(DATE)**, as more fully described in the Settlement Agreement, available on the Settlement Website.

The Court will hold a Final Approval Hearing on MONTH DD, 20YY, at X:XX before the Honorable Judge XXXXXXXX of the Court of Common Pleas of Dauphin County to consider: whether to approve the Settlement, Service Awards, attorneys' fees and costs, as well as any objections. The hearing may be held remotely, so please check the Settlement Website for those details.

BY ORDER OF THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA.

A Court has authorized this Notice.

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# *Exhibit "2"*

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**IN THE COURT OF COMMON PLEAS OF DAUPHIN COUNTY, PENNSYLVANIA**

| | |
|---|---|
| MELANIE HUDSON, JAMES SMITH, GREGORY MINARCHICK, TAHIRA WASHINGTON, NICHOLAS ZULLO, AND JOSEPH YURCHO, individually and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>PENNSYLVANIA STATE EDUCATION ASSOCIATION,<br><br>Defendant. | CIVIL DIVISION<br><br>No. 2025-CV-02411<br><br>JUDGE ANDREW H. DOWLING |

**DECLARATION OF GERALD D. WELLS, III IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Gerald D. Wells, III hereby declare as follows:

1. I, Gerald D. Wells, III ("Mr. Wells"), am a partner at Lynch Carpenter, LLP. Along with my co-counsel, Bart D. Cohen ("Mr. Cohen"), of counsel at Bailey & Glasser, LLP, I serve as co-lead counsel for Plaintiffs in this action.

2. This Declaration is submitted in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Notice Plan filed contemporaneously herewith. I make the following declaration based upon my own personal knowledge, information shared with me by my colleagues and/or co-counsel, and, where indicated, based on information and belief, that the following statements are true. The executed Settlement Agreement ("SA") is attached to the Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**. If called upon as a witness, I could and would competently testify as follows:

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## SUMMARY OF THE LITIGATION

3. Pennsylvania State Education Association ("PSEA" or "Defendant") is a public sector union that represents teachers, educational support professionals, counselors, curriculum specialists, librarians, health care workers, school nurses, school dental hygienists, school nurses, school psychologists, school social workers, vocational-technical instructors, college and university educators and administrative professionals, students, and retirees in the Commonwealth of Pennsylvania.

4. In the course of its operations, PSEA collects, maintains, and stores personal information pertaining to its former and current students, employees, and applicants for admission or employment, including, but not limited to, their full names, addresses, Social Security numbers, driver's license numbers or state IDs, account numbers, account PINs, security codes, passwords and routing numbers, payment card numbers, payment card PINs, payment card expiration dates, passport numbers, taxpayer ID numbers, usernames and passwords, health insurance information, and medical information. *See* Settlement Agreement ("SA") ¶ 2.

5. The Data Incident at issue in this action resulted in Private Information of Class Members potentially being compromised by cybercriminals.

6. On March 17, 2025, Defendant filed a notice of data breach with the Office of the Maine Attorney General. *See* Consolidated Compl. ¶ 43.

7. Plaintiffs received a letter from PSEA dated March 18, 2025, informing them that their Private Information (including their full name, Social Security number, and driver's license or state ID) may have been exposed in the Data Incident.

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8. The letter stated that on July 6, 2024, PSEA experienced a security incident that impacted its network environment and thereafter commenced an investigation, which concluded on February 18, 2025, and determined that certain personal identifying information ("PII") and personal health information ("PHI") contained within data stored on PSEA's network may have been accessed and/or acquired by an unauthorized individual. *Id*. ¶¶ 35-37.

9. Upon receiving their Notice of Data Breach letter, Plaintiffs contacted and retained counsel to investigate and possibly pursue legal action on their behalf, and on behalf of all others who were similarly affected by this Data Incident.

10. PSEA ultimately notified approximately 500,000 individuals that their Private Information was potentially impacted by the Data Incident. *Id*. ¶ 40.

11. As a result of the Data Incident, Plaintiffs initially filed separate actions and then filed a consolidated class action complaint on May 19, 2025 against Defendant, asserting claims arising out of the Data Incident. SA ¶ 5.

12. Plaintiffs' Consolidated Complaint alleged the following causes of action: (a) negligence; (b) breach of implied contract; (c) unjust enrichment; and (d) declaratory and injunctive relief. Consolidated Compl. ¶¶ 184-231.

13. PSEA filed preliminary objections to the Consolidated Complaint on July 3, 2025.

## THE MEDIATION AND SETTLEMENT NEGOTIATIONS

14. During the course of litigation of this action, the Parties began discussing settlement.

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15. After the filing of Defendant's preliminary objections, and while Plaintiffs were preparing responses thereto, these settlement discussions materially advanced to the point where the Parties mutually agreed to try and mediate this matter.

16. On December 2, 2025, the Parties participated in a mediation before Hon. Wayne R. Andersen (Ret.) of JAMS. Judge Andersen is one of the foremost mediators of data breach cases in the country, with an unparalleled track record of successful mediations leading to court-approved settlements.

17. In advance of the mediation, Plaintiff propounded informal discovery requests to learn as much as possible about the Data Incident. Through the provision of informal discovery, Plaintiff was able to evaluate the merits of PSEA's position. The Parties also exchanged detailed mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

18. Throughout the mediation, we zealously advanced Plaintiffs' and Class Members' positions. We were fully prepared to proceed with the litigation rather than accept a settlement that was not in the best interests of the Class. At all times, the negotiations were at arm's length and, while courteous and professional, were intense and hard-fought on all sides.

19. After many hours of negotiating, the Parties made substantial progress toward a settlement, however, they were ultimately unable to reach agreement on all material terms.

20. In the two weeks after the mediation, the Parties, with the assistance of Judge Ansdersen, continued their negotiations and ultimately reached an agreement in principle to settle this Action.

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21. This case and the proposed Settlement are the product of significant investigation of Plaintiffs' and Class Members' claims. Co-Lead Counsel conducted extensive and lengthy interviews of Plaintiffs and other class members, reviewed the Plaintiffs' documentation and all information that PSEA produced regarding the Data Incident, and analyzed the applicable laws of Pennsylvania and other jurisdictions regarding breaches of customers' PII and PHI. Moreover, at the mediation Co-Lead Counsel proffered additional information regarding specific damages incurred by Plaintiffs, and Defendant's counsel provided additional details and facts surrounding the Data Incident.

## THE SETTLEMENT

22. The Proposed Settlement Class is defined as:

> **All natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident.**

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff. SA ¶ 59.

23. In exchange for the Settlement Benefits provided for under the Settlement Agreement, Settlement Class Members will release any and all claims against PSEA and its Released Parties as set forth in the Settlement Agreement. *Id*. ¶ 66. The release is narrowly tailored to be limited to claims concerning the Data Incident.

24. The Settlement provides for substantial Settlement Benefits to those Settlement Class Members who submit a Valid Claim. These benefits are capped in the

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aggregate, meaning that if each and every Settlement Class Member submits a claim, their individual benefit will be equally reduced.

25. Under the terms of the Settlement, any Service Award awarded to the Class Representatives by the Court, any attorneys' fees and litigation costs and expenses awarded to Class Counsel, all Settlement Administration Costs, shall be reduced from the Aggregate Cap.

26. Importantly, the Settlement Benefits include the ability to claim a Cash Payment for Out-of-Pocket Losses. Settlement Class Members may submit a claim for a Cash Payment for up to $5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident and time spent dealing with it. SA ¶ 67. To receive an Out-of-Pocket Loss payment, a Settlement Class Member must elect Cash Payment for Out-of-Pocket Losses on the Claim Form attesting, under penalty of perjury, to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Incident. *Id*.

27. If a Settlement Class Member does not submit reasonable documentation supporting a loss and/or attestation for their lost time, or if their Claim is deemed to be incomplete by the Settlement Administrator, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected for a documented loss payment and the Settlement Administrator shall have the discretion to treat the Settlement Class Member's claim as if he or she elected an Alternative Cash Payment. *Id*.

28. As an alternative to a Cash Payment for Out-of-Pocket Losses above, a Settlement Class Member may elect to receive an Alternative Cash Payment for $50.00.

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Notably, a Settlement Class Member can elect to receive this Alternative Cash Payment without providing any documentation.

29. In addition, under the terms of the Settlement, a Settlement Class Member may also elect to receive two years of credit monitoring. The service shall provide credit monitoring from one (1) credit bureau, access to credit report(s), and identity theft insurance.

## NOTICE PLAN AND SETTLEMENT ADMINISTRATION

30. The Parties have selected RG/2 Claims Administration LLC ("RG/2") to be the Settlement Claims Administrator through a competitive bidding process. Indeed, Co-Lead Counsel sought several bids from various claims administrative companies.

31. Ultimately, in coordination with defense counsel, we selected RG/2 as the most appropriate claims administrator for this proposed settlement. RG/2 is a nationally recognized claims administrator that has handled dozens of similar data breach settlements across the country. All costs of the notice and settlement administrator will be paid by Defendant and deducted from the Aggregate Cap. The Notice Plan provides for individual Notice to Class Members by the Settlement Administrator by direct mail – the same way Class Members were initially notified of the Data Breach, email notice where applicable (so as to reduce costs), and through a press release, thereby providing the maximum exposure of this proposed Settlement.

32. The Long Form Notice describes the terms of the Settlement, including requests for service awards for the Class Representative and for an award of attorneys' fees and reimbursement of expenses; informs Class Members about their right to object to the Settlement (and how to do so); provides the date, time, and place of the Final

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Approval hearing and the procedures for appearing at the hearing; and provides contact information for Co-Lead Counsel and the Settlement Administrator.

33. The Settlement Administrator will also establish a dedicated Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information.

34. The Settlement Website shall include relevant documents, including the following: (i) the Long Notice; (ii) the Claim Form, which will be available to download or submit electronically; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the operative Class Action Complaint, filed in the Action before this Court; (vi) the motion for a Fee Award and Costs and Service Awards after it is filed; and (vii) any other materials agreed upon by the Parties and/or required by the Court. Class Members will be able to submit Claim Forms and Requests for Exclusion through the Settlement Website.

35. The Settlement Administrator will also create a toll-free help line so Class Members can obtain additional Settlement information.

36. Class Members will have until sixty (60) days after the notice is issued to complete and submit their Claim Form to the Settlement Administrator, either by mail or online. The Claim Form is written in plain language to facilitate Class Members' ease in completing it.

37. The Settlement Administrator will be responsible for reviewing the Claim Forms and determine if they are complete and valid. Should a claim be incomplete or defective, the Settlement Administrator shall request additional information and give the claimant fifteen (15) days to cure the defect. Should a claim be incomplete or defective,

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the Settlement Administrator shall request additional information and give the claimant thirty (30) days to cure the defect.

38. When a Class Member files a claim for a Documented Loss that is rejected, and the Class Member fails to cure that claim, the claim instead will be considered as a claim for an Alternative Cash Payment.

39. Class Members will have sixty (60) days from the Notice Date to object to or to submit a request for exclusion from the Settlement. In order for a Class Members submit a Request for Exclusion to the Settlement, he or she must strictly comply with the requirements of the Settlement Agreement.

40. Any Class Member who wishes to object shall submit a timely written notice of his or her objection by the Objection Deadline, which like the Opt-Out Period, is sixty (60) days following the Notice Date.

**PROPOSED CLASS REPRESENTATIVE SERVICE AWARDS AND ATTORNEYS' FEES**

41. Plaintiffs Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho have been dedicated and active participants on behalf of the class they seek to represent. Plaintiffs actively assisted Plaintiffs' Counsel with their investigation. Plaintiffs sat through multiple interviews and provided supporting documentation and personal information throughout the process. Plaintiffs reviewed the consolidated complaint and the terms of the Settlement and communicated with their counsel regarding the Settlement.

42. Plaintiffs put their names and reputations on the line for the sake of the Class, and the recovery would not have been possible without their efforts.

43. Plaintiffs' Counsel kept in close contact with Plaintiffs during the litigation through numerous emails and personal telephone calls. Plaintiffs here have been vital in litigating this matter, has been personally involved in the case, and supports the Settlement.

44. Class Counsel will request up to a $1,500 service award to each Plaintiff in recognition of the time, effort, and expense they incurred in pursuing claims benefiting the Settlement Class.

45. In addition, per the terms of the Settlement, Class Counsel will also seek an award of up to $500 for each of the Unnamed Plaintiffs. These individuals—Dominique Thompson, Robert Twaddell, Janice Shanafelt, Audrey Plassio, and Tara Dusko—filed an initial complaint against Defendant regarding the Data Incident but, for various reasons, ultimately were not included in the Consolidated Complaint.

46. Nevertheless, like Plaintiffs, these Unnamed Plaintiffs put their names and reputations on the line for the sake of the Class and thus Class Counsel believe that a modest award in recognition of their services is appropriate.

47. Plaintiffs' counsel have devoted substantial resources to the prosecution of this action by investigating Plaintiffs' claims and that of the Settlement Class, including: obtaining, reviewing and analyzing Plaintiffs' detailed personal records; analyzing PSEA's records, privacy policies, and any remedial steps; analyzing the scope and number of persons impacted by the Data Breach; participating in mediation; and, ultimately, negotiating a settlement that provides meaningful relief for the Settlement Class, despite the substantial litigation risks that were present.

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48. Plaintiffs collectively request that the Court appoint Mr. Wells and Mr. Cohen as Settlement Class Counsel. A copy of Lynch Carpenter, LLP and Bailey & Glasser, LLP's firm resumes are attached to this Declaration as **Exhibit A and B**, respectively. Mr. Wells and Mr. Cohen, and their respective firms, are routinely appointed as class counsel in complex, multiparty litigation - including in data privacy litigation - and their firms have a long record of obtaining class relief through approved settlements or, when necessary, trial.

49. As part of the Settlement, Plaintiffs will separately file a motion for an award of attorneys' fees and reimbursement of litigation costs and expenses. Plaintiffs' counsel intends to request up to one-third of the Aggregate Cap, $833,333.33, in combined fees and expenses, consistent with attorneys' fee awards under Pennsylvania and Third Circuit law. Co-Lead Counsel did not broach the topic of attorneys' fees until after agreeing on substantive settlement terms with PSEA.

50. Any approved Fee Award and Costs will be paid by Defendant and deducted from the Aggregate Cap. The Settlement is not conditioned upon the Court's award of any attorneys' fees or expenses. Plaintiffs will file a motion for a Fee Award and Costs (and Service Awards) no later than 21 days prior to the Initial Date for the Final Approval Hearing and will post the same on the Settlement Website so that the motion may be easily accessed by Class Members.

51. The Plaintiffs and all Plaintiffs' Counsel recommend, for the Court's consideration, preliminary approval of the Settlement because it is well within the range of possible approval, represents a fair, reasonable, and adequate settlement, and is in the best interests of the Settlement Class. This recommendation is based upon the

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information reviewed and gathered in the lead up to and at the mediation, Class Counsel's independent investigation of the relevant facts and applicable law, and counsels' broad experience with other data breach cases.

52. The immediate benefits that the Settlement provides stand in contrast to the risks, uncertainties, and delays of continued litigation. Co-Lead Counsel thoroughly assessed those contingencies in considering the terms of the Settlement.

53. There is no side agreement among the Parties outside of the Settlement Agreement.

54. A proposed order granting the relief requested in Plaintiffs' Motion is attached to the Settlement Agreement as **Exhibit D** and is also submitted as an attachment to the filed motion.

I declare pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct.

Dated: March 13, 2026

Respectfully submitted,

*/s/ Gerald D. Wells, III*

Gerald D. Wells, III (PA 88277)
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***Co-Lead Class Counsel***

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# *Exhibit "A"*

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# OUR MISSION

Lynch Carpenter is a national law firm with a singular mission – to provide a voice to those who have been silenced by the disproportionate powers which too often exist in America. With lawyers based in Pittsburgh, Chicago, San Diego, Los Angeles, and Philadelphia, Lynch Carpenter has created an inclusive national community of like-minded legal talent to represent plaintiffs in complex litigation. Lynch Carpenter lawyers have developed strong collaborative working relationships with counsel throughout the nation and have been involved in numerous high-profile multidistrict litigation proceedings, frequently in leadership roles.

The Lynch Carpenter platform is self-made, without reliance upon the legacy of a long-established "repeat player" law firm and is based upon the fundamental principle that input from a broad base of lawyers with diverse backgrounds, working together with mutual respect, will result in the strongest possible organization. The firm strives to provide equal opportunities for promotion and leadership to its attorneys and supporting professionals. Fourteen of the twenty-five Lynch Carpenter attorneys have been appointed to leadership positions in multidistrict or otherwise consolidated litigation, or in class-action matters involving financial fraud (including securities fraud, derivative actions, and lending fraud), data breach, privacy, consumer fraud, breach of contract, labor and employment, antitrust, and civil rights, in federal and state courts throughout the country.

Lynch Carpenter represents a wide variety of clients, including individual consumers and employees, small businesses, non-profits, issue advocacy groups, and governmental entities. Over the past ten years, Lynch Carpenter lawyers emerged as national leaders in data breach and privacy litigation, and in that time have negotiated or contributed to class recoveries totaling more than $250 million in that sector alone. Along the way, the Lynch Carpenter team has generated seminal legal authority in both trial and appellate courts. For example, in 2018, as a direct result of Lynch Carpenter's tenacious appellate advocacy, the Pennsylvania Supreme Court became one of the first state high courts to recognize that a common-law duty of reasonable care applies to the collection and management of sensitive electronically-stored data. This landmark opinion, *Dittman v. UPMC*, 196 A.3d 1036 (Pa. 2018), paved the way for data breach victims to bring viable negligence claims against companies whose inadequate security practices allow major breach incidents to happen.

In October 2020, *The Legal Intelligencer* named Lynch Carpenter (under its predecessor name) "Litigation Department of the Year" for general litigation in Pennsylvania. In 2021, the firm was named as a finalist for Litigation Department of the Year in the Pennsylvania region by *The American Lawyer*. In 2022, the firm was named as a finalist for Privacy/Data Breach firm of the year by *ALM*. In 2023 and 2024, the firm was named as a Pennsylvania Powerhouse by *Law360.* Most recently, the firm received a Bank 1 ranking from *Chambers and Partners*. Several of its partners co-authored updates to *Class Actions: The Law of 50 States*, published by Law Journal Press, from 2021 to 2023. Lynch Carpenter's attorneys are recipients of numerous additional individual awards, as described in more detail in the individual biographies on the firm's website.

Lynch Carpenter continues to grow and establish itself as a leader in representing plaintiffs in complex litigation throughout the country. The firm remains committed to developing its younger lawyers and providing them with opportunities for professional growth, both inside and outside of the firm. In leading major complex litigation, the firm draws strength from its decentralized management structure, which fosters collaboration within the firm and enables the assembly of internal litigation teams for each case and epitomizes the synergistic benefits which result from a group of good lawyers working together to do good things.

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## REPRESENTATIVE AND NOTABLE CASES

### PRIVACY & DATA BREACH LITIGATION

***Hasson v. Comcast Cable Communications, LLC***, No. 2:23-cv-05039 (E.D. Pa.). In May 2024, Judge Younge appointed Gary Lynch as Co-Lead counsel in this consolidated action involving a data breach that impacted the personal information of 36 million individuals. In December 2025, the parties negotiated a proposed settlement that will provide up to $115 million in relief for the class; preliminary approval granted in January 2026.

***In re: MOVEit Customer Data Security Breach Litig.***, MDL No. 3083 (D. Mass.). In January 2024, Judge Burroughs appointed Gary Lynch as Co-Lead Counsel in this sprawling MDL arising from an exploited file-sharing software vulnerability, which led to thousands of data breaches that compromised PII and PHI of nearly 80 million individuals. In December 2024, the court granted in part and denied in part the defendants' motion to dismiss for lack of Article III standing. In July of 2025, the court denied in part and granted in part certain bellwether defendants' motions to dismiss for failure to state a claim.

***In re: Change Healthcare Inc., Customer Data Security Breach Litig.***, MDL No. 3108 (D. Minn.). Gary Lynch serves as the court-appointed chair of the Patient Track Plaintiffs' Steering Committee in this MDL arising from a data breach that compromised the personally identifying information and protected health information of 190 million individuals. The Patient Track Plaintiffs filed their consolidated amended complaint in January 2025. Defendants' motions to dismiss were granted in part and denied in part in December 2025.

***In re: PowerSchool Holdings, Inc.***, No. 3:25-md-03149 (S.D. Cal.). In June 2025, Judge Benitez appointed Jenn French as Liaison Counsel in a data breach MDL affecting the personally identifying and protected health information of 62.4 million students, 9.5 million teachers, and 17,000 school districts. Plaintiffs filed consolidated complaints, and the Parties are currently briefing the Defendants' motions to dismiss.

***In re: Consumer Vehicle Driving Data Tracking Collection Litig.***, No. 1:24-md-03115 (N.D. Ga.). In August 2024, Judge Thrash appointed Jenn French to the Plaintiffs' Steering Committee in this complex MDL arising from secret collection and sale of detailed data regarding consumers' driving habits through millions of GM vehicles. Plaintiffs filed their master consolidated complaint in December 2024, and Defendants' motions to dismiss are pending.

***Kolstedt v. TMX Finance Corporate Services, Inc.***, No. 4:23-cv-00076 (S.D. Ga.). In September 2023, Judge Baker appointed Kelly Iverson as Co-Lead Counsel in this consolidated litigation involving a data breach impacting 5 million consumers. In August 2025, the court granted final approval to a $42 million class action settlement agreement.

***In re: Shields Health Group, Inc. Data Breach Litig.***, No. 1:22-cv-10901 (D. Mass.). Kelly Iverson serves as Co-Lead Counsel in this consolidated action arising from a data breach at a healthcare company that compromised the personal information of nearly 2.4 million individuals. The parties reached a $15,350,000 class settlement that received final approval in December 2025.

***In re: Apple Data Privacy Litig.***, No. 5:22-cv-07069 (N.D. Cal.). Lynch Carpenter serves as Co-Lead Counsel in this putative class action against Apple alleging the improper collection and use of mobile device users' data during interactions with Apple's proprietary applications. In September 2024, Judge Davila granted in part and denied in part, the Defendant's motion to dismiss.

***In re TikTok, Inc., Consumer Privacy Litig.***, No. 20-cv-4699 (MDL No. 2948) (N.D. Ill.). Judge Lee appointed a Lynch Carpenter attorney as Co-lead Counsel in this MDL alleging that one of the world's biggest social media platforms captured, collected, and transmitted personal data from TikTok users and their devices without their consent and/or knowledge, including private information and biometric information within the meaning of the Illinois Biometric Information Privacy Act. In August 2022, a settlement for $92 million received final approval.

***In re Wawa, Inc. Data Security Litig.***, No. 2:19-cv-6019 (E.D. Pa.). Gary Lynch was appointed Co-Lead Counsel for a putative class of financial institution plaintiffs in consolidated actions brought against Wawa, Inc. arising out of a 2019 payment card data breach involving the convenience store's point-of- sale systems. A consolidated amended complaint was filed in July 2020, and in 2021 the district court denied the defendant's motion to dismiss the primary claims. In March 2023, the parties negotiated a proposed settlement that will provide up to $37 million in relief for the class; a final approval of the settlement was granted in December 2025.

***In re Equifax, Inc. Customer Data Security Breach Litig.***, MDL No. 2800 (N.D. Ga.). The Equifax data breach compromised the nation's entire credit reporting system. More than 400 lawsuits filed by consumers and financial institutions were consolidated in the MDL. Gary Lynch was appointed Co-Lead Counsel for financial institution plaintiffs. After significant dispositive motions practice and initial rounds of discovery, the parties negotiated a settlement of the financial institution class action that provides up to $7.75 million in cash benefits, plus additional injunctive relief. The court granted final approval in October 2020.

***In re Blackbaud, Inc. Customer Data Breach Litig.***, MDL No. 2972 (D.S.C.). In 2020, data security company Blackbaud, Inc. was target for a ransomware attack. In the litigation that followed, brought by Blackbaud's customers, Kelly Iverson was appointed to the Plaintiffs' Steering Committee. On October 19, 2021, the Honorable J. Michelle Childs denied Blackbaud's motion to dismiss Plaintiffs' negligence and gross negligence claims. Defendant's motion for summary judgment is currently pending.

***Popa v. Harriet Carter Gifts, Inc.***, 52 F.4th 121 (3d Cir. 2022). Lynch Carpenter won reversal of a district court's summary judgment for defendants in a case regarding applicability of Pennsylvania's Wiretapping and Electronic Surveillance Control Act ("WESCA"), 18 PA. CONS. STAT. 5702 *et seq*. The Third Circuit rejected the defendants' attempt to establish a "direct party" exception to WESCA, which would have undermined the two-party consent requirement of the statute. The Third Circuit also confirmed that defendants bear the burden of proving a prior consent defense, and that the location of electronic interception of website communications under WESCA is at the point where software re-routes transmissions from a user's device, not where the website communications are ultimately received. After the district court's second summary judgment ruling in favor of defendants, Lynch Carpenter is again appealing to the Third Circuit to correct the district court's erroneous ruling regarding consent and online browsing.

***In re Marriott International Customer Data Security Breach Litig.***, MDL No. 2879 (D. Md.). Lynch Carpenter was appointed to the Plaintiffs' Steering Committee in this MDL related to the data breach involving Starwood guest information dating back to at least 2014. The MDL includes more than 100 cases and is in pretrial litigation. The district court certified several bellwether classes in May 2022 and the Fourth Circuit granted the defendant's Rule 23(f) appeal. On remand, the case was re-certified by the district court, and upon a subsequent Rule 23(f) appeal, de-certified by the Fourth Circuit in 2025.

***Baker v. ParkMobile, LLC***, No. 1:21-cv-02182 (N.D. Ga.). This case involved a data breach of ParkMobile's servers, impacting personal information of 21 million consumers. Nicholas Colella was appointed to the Plaintiffs' Steering Committee. Judge Steve Jones denied ParkMobile's motion to dismiss the negligence, negligence per se, and state consumer protection claims. In May 2025, the court granted final approval to a $9 million class settlement.

***In re Home Depot Customer Data Breach Litig.***, MDL 2583 (N.D. Ga.). In this MDL, Lynch Carpenter attorneys represented financial institutions in litigation related to the major data breach at the retailer which continued for almost six months in 2014 and resulted in the compromise of approximately 56 million payment card accounts. Lynch Carpenter was appointed by Judge Thrash to be one of three Lead Counsel managing the financial institution track of the litigation. In September 2017, the Court granted final approval to a comprehensive class settlement that provides over $27 million in relief to the financial institution class.

***First Choice Federal Credit Union v. The Wendy's Company et al.***, No. 2:16-cv-0506 (W.D. Pa.). This class action arose out of malware installed on the point-of-sale systems of Wendy's franchised restaurants for the purpose of capturing and ex-filtrating customer payment card data. Approximately 18 million payment cards were exposed. The United States District Court for the Western District of Pennsylvania consolidated several proposed class actions and appointed Lynch Carpenter as Co-lead Counsel on behalf of the plaintiff financial institutions. In November 2018, after three rounds of in- person mediation, Wendy's agreed to pay $50 million into a non-reversionary fund and to adopt and/or maintain certain reasonable safeguards to manage its data security risks. When the settlement received final approval in November 2019, the Honorable Maureen P. Kelly noted Class Counsel's "national reputation," "significant experience in these types of class actions and in data breach litigation," and "high level of skill and efficiency." Judge Kelly further explained:

> This case has gone on for three and a half years…This was a very involved case and everyone brought to the table an incredible wealth of knowledge, was always prepared, really was thorough and professional in everything that was provided to the Court. And as involved as this case was, if every case I had was as well organized and professionally presented as this case has been, my life would be much easier… The briefs I got in this case and any filings were just so well-done and detailed. And my law clerks and I have discussed that a number of times. I want to thank counsel for the way you have conducted yourselves and the way you've all presented this case.

***Dittman et al. v. UPMC d/b/a The University of Pittsburgh Medical Center and UPMC McKeesport***, Allegheny Cty., Pa. No. GD-14-003285; 196 A.3d 1036 (Pa. 2018). Lynch Carpenter represented several employees of the health care group UPMC in a class action stemming from a breach of UPMC's personnel files. On November 21, 2018, the Supreme Court of Pennsylvania issued a landmark decision, reversing two lower courts, regarding the viability of common law negligence claims in the wake of a data breach. The Court found that UPMC engaged in affirmative conduct by collecting and storing employee data, and that general principles of negligence support holding actors to "a duty to others to exercise the care of a reasonable man to protect [others] against an unreasonable risk of harm to them arising out of the act." As to the economic loss doctrine, the Court agreed with Plaintiffs' interpretation of Pennsylvania legal precedent on the issue, finding that the question of whether the economic loss doctrine applies necessarily turns on the "source of the duty alleged," and, accordingly, a plaintiff may seek pecuniary damages under a negligence theory if the duty sought to be enforced arises independently of any contractual relationship between the parties. After remand to the trial court, additional motions practice, and initiating discovery, the parties reached a multimillion-dollar settlement that received final approval in December 2021.

***In re Target Corporation Customer Data Breach Litig.***, MDL 2522 (D. Minn.). Gary Lynch was appointed to a five-member Plaintiffs' Executive Committee that is managed this litigation on behalf of all Plaintiffs. A settlement agreement which provides $10 million to affected individual customers was granted final approval in November 2015. A separate settlement providing approximately $39 million in relief to plaintiff financial institutions was given final approval in May 2016.

**Consumer Protection/Products Liability**

***In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litig.***, MDL No. 3014 (W.D. Pa.). In February 2022, Kelly Iverson was appointed as one of four Co-Lead Counsel from a pool of 75 applicants. The MDL includes over 300 actions involving allegations regarding the potentially harmful degradation of sound abatement foam on recalled continuous positive airway pressure (CPAP) machines and the manufacturers' conduct in marketing and ultimate recall of the machines. The parties negotiated a proposed $479 million resolution of the economic loss claims in the case, which received final approval in April 2024. The parties further reached a $1.075 billion dollar settlement to resolve the personal injury and medical monitoring claims in April 2024.

***In re East Palestine Train Derailment***, No. 4:23-cv-00242 (N.D. Ohio). The court appointed Kelly Iverson to the Plaintiffs' Steering Committee in this consolidated action arising from the derailment of a Norfolk Southern train and subsequent release of toxic chemicals in East Palestine, Ohio. The parties reached a $600 million settlement which received final approval in September 2024. An appeal is pending.

***In re Robinhood Outage Litig.***, No. 20-cv-1626 (N.D. Cal.). In July 2020, Jamisen Etzel was appointed to the Executive Committee overseeing consolidated actions brought by consumers who sustained losses when the trading application Robinhood suffered severe service outages during a period of intense market volatility. A class settlement received final approval in July 2023 for $9.9 million.

***Luca v. Wyndham Hotel Group, LLC***, No. 2:16-cv-746 (W.D. Pa.). Lynch Carpenter attorneys were Co-Lead Counsel in a class action against the Wyndham hotel companies for violations of New Jersey consumer protection statutes. Plaintiffs alleged that Wyndham's websites deceptively masked the resort fees charged at certain hotels and forced patrons to agree to illegal terms and conditions. In 2017, plaintiffs defeated a motion to dismiss filed by two of the primary operating subsidiaries. A class settlement worth up to $7.6 million was reached in 2019 and approved later that year.

***Morrow v. Ann Inc.***, No. 16-cv-3340 (S.D.N.Y.). Lynch Carpenter attorneys were Co-Class Counsel in a case alleging deceptive pricing practices by a major national retail chain. After plaintiffs overcame a motion to dismiss, the case settled for $6.1 million worth of class benefits. The settlement was approved in April 2018.

***In re Rust-Oleum Restore Marketing, Sales Practices and Prods. Liab. Litig***., No. 1:15-cv- 1364 (N.D. Ill.): In this sprawling products liability MDL relating to defective deck resurfacing products, a Lynch Carpenter attorney was instrumental in negotiating a $9.3 million settlement providing meaningful relief to consumers, which received final approval in March of 2017 by the Honorable Amy J. St. Eve of the United States District Court for the Northern District of Illinois, now a sitting Judge of the Court of Appeals for the Seventh Circuit.

## Financial Fraud, Lending Practices, and Securities

***CitiMortgage SCRA Litig.***, (S.D.N.Y.). Lynch Carpenter attorneys were Tri-Lead Counsel in this class action against CitiMortgage on behalf of Sergeant Jorge Rodriguez in the Southern District of New York. This case alleges that CitiMortgage improperly foreclosed upon Mr. Rodriguez's home (and the homes of similarly situated individuals) while he was serving in Iraq, in violation of the Servicemembers Civil Relief Act. The case settled and received final approval in October 2015, securing $38.2 million for members of our military service.

***In re Community Bank of Northern Virginia and Guaranty National Bank of Tallahassee Secondary Mortgage Loan Litig.***, (W.D. Pa./3d Cir.). Lynch Carpenter attorneys were Co-Lead Class Counsel in this national litigation on behalf of second mortgage borrowers under the Real Estate Settlement Procedures Act. The class was certified by the district court and affirmed by the Third Circuit, 795 F.3d 380 (2015). A class settlement was finalized in early 2017 and obtained a total recovery of $24 million.

***In re Motorola Securities Litig.***, No. 03-cv-287 (N.D. Ill.). A Lynch Carpenter attorney represented the State of New Jersey's Division of Investment in this securities class action against Motorola, stemming from misrepresentations made by the company regarding a $2 billion loan it made to a Turkish entity that was not repaid. The case settled a few days before trial for $190 million.

***Figueroa v. Capital One***, No. 18-cv-692 (S.D. Cal.). Todd Carpenter and Eddie Kim served as Class Counsel in a class action challenging the unlawful assessment of multiple ATM fees in contravention of the customer account agreement, which resulted in a $13 million settlement.

***Schertzer v. Bank of America***, No. 19-cv-264 (S.D. Cal.). Lynch Carpenter attorneys represent bank customers who were assessed out-of-network ATM fees for balance inquiries transpiring from deceptive ATM prompts utilized by independent ATM operators Cardtronics and FCTI. Plaintiffs prevailed on challenges to the pleadings. In May 2025, the court granted in part and denied in part the defendant's motion for reconsideration of the class certification order.

***Bingham v. Acorns Grow***, No. 30-2019-0150842 (Cal. Sup. Ct. Orange Cnty.). Eddie Kim served as Class Counsel in a class action on behalf of customers of a financial mobile app that automatically transferred "spare change" from each purchase using debit cards issued by customers' banks into an Acorns Grow investment account. This action challenged the app's failure to prevent overdrafts of customers' checking accounts as a result of the automated transfers and the resultant assessment of overdraft fees. A $2.5 million settlement received final approval in September 2022.

## COVID-19 Closures Litigation

***Hickey v. Univ. of Pittsburgh***, 8 F.4th 301 (3d Cir. 2023). Gary Lynch argued in front of the Third Circuit after motions to dismiss were granted in favor of the University of Pittsburgh and Temple University. The District Courts held that students could not bring a breach of implied contract under Pennsylvania law, and must point to specific promises in writing. The Third Circuit reversed and remanded, adopting Mr. Lynch's argument that nothing in Pennsylvania case law suggests implied contract claims brought by students are barred, but rather, can be inferred based on course of conduct and marketing material received by the students that tout the benefits of campus. The Third Circuit also reversed the District Courts' dismissal of unjust enrichment in the alternative. In April 2025, the court granted preliminary approval to a $7.85 million class action settlement.

***Ramey v. The Pennsylvania State University***, No. 2:20-cv-00753 (W.D. Pa.). Lynch Carpenter serves as co-lead counsel for students enrolled at Penn State University during the Spring 2020 semester, who received only remote online only instruction and lost access to most campus facilities during the Covid-19 pandemic. In February 2025, the court granted final approval to a $17 million class settlement for approximately 72,000 class members, is the largest settlement in the nation for claims of this type.

***Ryan v. Temple University***, No. 5:22-cv-02164 (E.D. Pa.). Lynch Carpenter serves as co-lead counsel in this consolidated tuition and fee refund class action case against Temple University which alleged that the university breached implied contracts and/or was otherwise unjustly enriched when it transitioned from in-person education to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. Following remand from successful appeal before the United States Court of Appeals for the Third Circuit, the parties reached a $6.9 million class action settlement that will resolve all the claims asserted in the litigation. The settlement received final approval to the settlement in February 2025.

***Pfingsten v. Carnegie Mellon University***, No. 2:20-cv-00716 (W.D. Pa.). Lynch Carpenter serves as co-lead counsel in this tuition and fee refund class action case against CMU, which alleged that university the breached implied contracts and/or was otherwise unjustly enriched when it transitioned from in-person education to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. In July 2025, the court granted final approval to a $4.8 class action settlement agreement.

***Kincheloe v. Univ. of Chicago***, No. 1:20-cv-03015 (N.D. Ill.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of $4.95 million, which received final approval in May 2024.

***Smith v. Univ. of Pennsylvania***, No. 2:20c-cv-2086 (E.D. Pa.). Lynch Carpenter was appointed co-lead counsel to represent students who paid for in-person learning but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. Plaintiffs prevailed on a motion to dismiss as to the fees paid for the semester. The parties reached a settlement of $4.5 million for the class, which received final approval in January 2023.

## WAGE AND HOUR & EMPLOYMENT DISCRIMINATION LITIGATION

***Genesis Healthcare v. Symczyk***, No. 11-1059 (U.S. Supreme Court). Gary Lynch served as Counsel of Record before the United States Supreme Court in an appeal addressing the application of mootness principles in a putative collective action filed under Section 216(b) of the Fair Labor Standards Act. When defendant served the plaintiff with a Rule 68 offer of judgment for "make whole" relief, the district court dismissed the case as moot. Gary Lynch successfully argued the appeal in the United States Court of Appeals for the Third Circuit, which held that the FLSA collective action did not become moot upon the plaintiff's receipt of a Rule 68 offer of judgment for full satisfaction of her individual claim. The Supreme Court reversed in a 5-4 opinion, with Justice Kagan writing a strong dissent on behalf of our client—a position which was subsequently adopted by the majority of the Court in *Campbell-Ewald Co. v. Gomez*, 577 U.S. 153 (2016). Plaintiff's position before the Supreme Court was supported by the United States as Amicus Curiae.

***Verma v. 3001 Castor Inc.***, No. 2:13-cv-03034 (E.D. Pa.). As Co-Class Counsel, Lynch Carpenter attorneys won a $4.59 million jury verdict in 2018 for misclassified workers at a Philadelphia nightclub. The claims were brought under the FLSA and Pennsylvania Minimum Wage Act. The trial verdict was fully affirmed by the Third Circuit in August 2019.

***Reynolds v. Turning Point Holding Co., et. al.***, No. 2:19-cv-01935 (E.D. Pa.). Lynch Carpenter served as co-lead counsel in this wage and hour class action and collective action that alleged that the defendants failed to properly provide complete and accurate tip credit notification to their tipped employees in violation of the FLSA and similar state wage and hour laws. Following extensive discovery and motions practice, the parties reached a $799,500 settlement on behalf of classes consisting of Pennsylvania and New Jersey employees. The settlement received final approval on March 3, 2023.

***Copley v. Evolution Well Services, LLC***, No. 2:20-cv-01442 (W.D. Pa.). In February 2022, Lynch Carpenter obtained collective certification under the FLSA of several hundred "hitch employees." These employees spent hours per week travelling to remote job sites, time for which they were unpaid. In July 2023, Judge Wiegand finally approved a $2.55 million dollar settlement for the FLSA collective, as well as Pennsylvania and Ohio state classes.

***Wintjen v. Denny's, Inc. et al.***, No. 2:19-cv-00069 (W.D. Pa.). On November 18, 2021, Judge Wiegand of the Western District of Pennsylvania granted class and conditional certification and appointed Lynch Carpenter LLP as Class Counsel. The class encompasses all tipped employees within the Commonwealth of Pennsylvania and involves Denny's failure to comply with the tip credit notification requirements as well as the 80/20 rule regarding side work.

## ANTITRUST

***In re Railway Industry Employee No-Poach Antitrust Litig.***, MDL No. 2850 (W.D. Pa.), Chief Judge Joy Flowers Conti appointed Lynch Carpenter partner Kelly K. Iverson as Plaintiffs' Liaison Counsel on behalf of the class of employees who alleged the defendants and their co-conspirators entered into unlawful agreements to reduce and eliminate competition among them for employees and to suppress the compensation of those employees. The two defendants agreed to class settlements worth a combined $48.95 million, and final approval was granted in August 2020.

***In re Blue Cross Blue Shield Antitrust Litig.***, MDL No. 2406 (N.D. Ala.). Lynch Carpenter attorneys represented healthcare subscriber plaintiffs in four states in this nationwide class action challenging the anti-competitive practices of Blue Cross/Blue Shield's nationwide network of local insurers who do not compete with each other based on geographic boundaries. A $2.7 billion settlement received final approval in August 2022. An appeal of final approval ensued, and the Eleventh Circuit affirmed the judgment approving the settlement agreement in October 2023.

***In re FICO Antitrust Litig. Related Cases***, No. 1:20-CV-02114 (N.D. Ill.). Lynch Carpenter attorneys are representing a credit union in one of ten related actions alleging that Fair Isaac Corporation (FICO) engaged in monopolistic behavior that caused the plaintiffs to overpay for FICO credit scores, in violation of the Sherman Act and various state laws.

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# *Exhibit "B"*

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**HOME OFFICE:**

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209 Capitol Street
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**ADDITIONAL OFFICES:**

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CALIFORNIA

DELAWARE

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IDAHO

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IOWA

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BAILEY GLASSER LLP

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## Introduction

Bailey & Glasser, LLP ("Bailey Glasser") was founded by Ben Bailey and Brian Glasser in Charleston, West Virginia in 1999. Since then, the firm has grown to include over 80 lawyers across 18 offices, including Charleston and Morgantown, West Virginia, as well as Alabama, California, Delaware, Pennsylvania, Florida, Massachusetts, Missouri, New Jersey, New York, Texas, Idaho, Iowa, and Washington, D.C.

Since its inception, clients have relied on Bailey Glasser to handle their most challenging and consequential legal issues, regionally and nationwide. The firm represents plaintiffs and defendants, including individuals, businesses and governments. Bailey Glasser's corporate practice handles business matters ranging from the negotiation and execution of billions of dollars in commercial transactions, to IPOs, to assisting foreign businesses with investments in U.S. assets. Lawyers throughout the country call upon the firm to access Bailey Glasser's unique blend of resources, trial experience, and expertise. Our litigation group has a substantial practice in complex multidistrict ("MDL") and class action litigation, with an emphasis on automotive defect, consumer protection, other products liability, and commercial litigation, including antitrust matters, which was particularly noted in a recent *Chambers & Partners 2021* accolade.

Bailey Glasser continues to expand its knowledge and experience in the complex MDLs and class action litigations, while maintaining numerous leadership appointments in current and previous litigations.

### Accolades include:

***National Law Journal*** – 35 Most Influential Law Firms in America (2020)

***Chambers USA*** **(2020)** – *Commercial Litigation* – Band 1

***Best Law Firms in America*** - Commercial Litigation and Bet-the-Company Litigation (2020)

***Best Law Firms in America*** -Best Law Firms for High Stakes Litigation (2019)

***Best Lawyers – Lawyer of the Year*** – Criminal Defense: White Collar, Brian Glasser

***Forbes*** - Top Corporate Law Firm (2019)

***National Trial Lawyers*** – Top 100 Trial Lawyers

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## Bailey Glasser Litigation Capabilities

Litigation of every kind has been the cornerstone of Bailey Glasser's success since our inception. We have initiated and defended billion-dollar actions nationwide in state courts, federal courts, and before arbitrators and mediators. Our opposing counsel has included some of the largest law firms in the country and we have emerged victorious. We represent the full spectrum of business interests and industries, from solo entrepreneurs to multi-national corporations, from coal miners to fashion designers.

*In its 2021 USA Guide,* ***Chambers & Partners*** *notes that Bailey Glasser has an "impressive team offering experience in both defense and plaintiff representation, regularly handling litigation with significant commercial and political implications. Adept in federal bankruptcies and cases concerning the medical, legal, and financial sectors, and* ***has a niche antitrust practice****. Handles both regional and national matters."*




Bailey Glasser's trial lawyers bring vast experience in resolving business disputes including antitrust, class actions of every kind, breach of contract, breach of fiduciary duty, tortious interference, fraud, fraudulent transfer actions, and numerous other federal and state statutes. And although at Bailey Glasser "we try cases," we also recognize that a preferred outcome may be obtained by negotiation or at an early stage in a lawsuit. Our demonstrated willingness and skill in taking cases to trial gives our clients an advantage throughout the litigation process.

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## Electronically-Stored Information Practice Group

Another advantage we bring to our litigation practice is our unique Electronically-Stored Information ("ESI") Group that not only helps our clients drill down into discovery during cases, but also helps control costs. Bailey Glasser's Electronically Stored Information (ESI) team employs a firm command of evolving best practices, emergent technologies, and established legal principles and rules to ensure that our corporate and individual clients preserve, collect, and manage ESI, and conduct e-Discovery, with strategic confidence. Katherine Charonko, a member of this proposed team and the ESI Practice Group Leader, is a thought leader and pioneer in the field of ESI and is a Certified e-Discovery Specialist ("CEDS"), a globally recognized credential. She regularly speaks on ESI issues around the country.

Charonko has been appointed to leadership roles in e-Discovery in three multidistrict litigations and provides efficient, cost-effective, and detail-oriented support for all significant Bailey Glasser litigations from beginning to end. Charonko's practice group evaluates technical and ESI needs; crafts litigation holds; coordinates custodial interviews; conducts document collections; implements aggressive preservation management; negotiates and drafts ESI protocols and protective orders; manages massive discovery libraries; conducts document review; navigates discovery challenges presented by the European Union's General Data Protection Regulation (GDPR) and other privacy regulations; and provides trial support. No modern litigation can happen well without this function and Bailey Glasser is well situated to handle all e-Discovery issues that can arise.

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## Representative Antitrust Cases Include:

***In re Blue Cross Blue Shield Antitrust Litigation:*** Bailey Glasser serves on the plaintiff's discovery committee of this multi-district litigation matter alleging nationwide market allocation and price-fixing antitrust violations by the Blue Cross Blue Shield Association and its members throughout the United States; currently pending before the US District Court for the Northern District of Alabama

***Comcast Set Top Cable Television Box Antitrust Litigation, MDL-2034***: Bailey Glasser served on the plaintiffs' steering committee in the MDL action alleging antitrust violations related to defendant's set-top cable box policies.

***West Virginia Paving Inc., Kelly Paving Inc., American Asphalt & Aggregate Inc.***: On behalf of the State of West Virginia, Bailey Glasser prosecuted an antitrust case against several asphalt paving contractors, including the world's largest contractor. In 2020, after five years of litigation, Bailey Glasser negotiated a $101.35 million settlement with the 11 asphalt and paving companies – the largest, single-state antitrust settlement in West Virginia's history.

***State of West Virginia v. Microsoft Corporation***: Bailey Glasser lawyers served as special assistant attorneys general for the State of West Virginia in antitrust and consumer protection action against Microsoft Corporation; the case settled for a total value of $21 million.

***Wine and Beverage Merchants v. Mountain State Beverage, et al.:*** Bailey Glasser represented a group of West Virginia wine distributors in an antitrust action against a nationwide alcohol distributor and its West Virginia affiliate; obtained a confidential settlement within 18 months of filing.

## Representative Plaintiffs' Class Action Cases Include:

**Volkswagen "Clean Diesel" Marketing, Sales Practices, and Product Liability Litigation MDL No. 2672 CRB (JSC) (N.D. Cal.) -** Ben Bailey serves as one of twenty-three lawyers on the Plaintiffs' Steering Committee for the Volkswagen Diesel Emissions MDL pending in the Northern District of California. Bailey Glasser LLP helped settle the first round of claims in the case, involving vehicles with 2.0 liter diesel engines, for more than $15 billion. Final approval was granted for a settlement worth at least $1.2 billion for the 3.0 liter diesel engines. A $327.5 million settlement with German auto electronics supplier Robert Bosch has also been approved.

**In Re: Atrium Medical Corp. C-Qur Mesh Products Liability Litigation (MDL No. 2753) -** David Selby, II, serves on the Plaintiffs' Executive Committee and Kate Charonko serves as liaison director of e-Discovery for the Atrium MDL. This MDL consolidates federal lawsuits from all across the country against Atrium Medical Corporation. The lawsuits allege that the C-Qur Mesh manufactured by Atrium is made of polypropylene with an outer coating derived from fish oil. The lawsuits claim the fish oil coating on C-Qur mesh produces an allergic or inflammatory reaction that has caused serious injuries, including, organ perforations and bowel obstructions.

**Toyota Unintended Acceleration Marketing, Sales Practices, and Product Liability Litigation** Case No.: 8:10ML2151 JVS (FMOx) (C.D. Cal.) - In 2009, Bailey Glasser LLP filed one of the first wrongful death actions alleging sudden-acceleration defects in a Toyota Camry. Ultimately, B&G lawyers were

appointed to key MDL leadership roles in what came to be, at the time, one of the largest products liability cases ever filed. Ben Bailey served on the plaintiffs' lead counsel committee pursuing economic-loss damages; Eric Snyder serves in the same capacity on the committee pursuing personal injury claims. The firm played a leading role in developing expert testimony on the sudden acceleration defect in 2002-2010 Toyota vehicles. The economic-loss claims settled for $1.6 billion. Hundreds of personal injury claims have also been settled.

**Krakauer v. Dish Network. L.L.C.,** No. 1:14-CV-00333-CCE-JEP (M.D. NC) - The firm obtained a $20.5 million verdict in a class action trial against Dish Network. The class, led by class representative Dr. Thomas Krakauer of Bahama, North Carolina, alleged Dish was liable for more than 51,000 telemarketing calls placed by a defunct DISH dealer to persons whose telephone numbers were on the National Do Not Call Registry. The jury found DISH liable for all calls and awarded $400 per violation of the Telephone Consumer Protection Act.

**Brundle v. Wilmington Trust,** No. 1:15-cv-1494 (E.D. Va.)- Bailey Glasser LLP recovered $30 million for the participants in the Constellis Employee Stock Ownership Plan following a two-week trial. The court's decision set important new standards for ESOP trustees representing plans and participants in ESOP transactions.

**In re: Monitronics Int'l, Inc. Telephone Consumer Protection Act Litigation,** MDL No. 2493 (N.D. W. Va.) - The firm serves in both lead and liaison positions in an MDL case, In re: Monitronics Int'l, Inc. Telephone Consumer Protection Act Litigation. The MDL consolidates five putative class actions originally brought in federal courts in West Virginia, Washington, California, and Illinois. The cases allege violations of the TCPA, a federal law that strictly regulates "robocall" telemarketing and telemarketing to persons listed on the national Do Not Call Registry.

**Comcast Set-Top Cable Television Box Antitrust Litigation,** MDL No. 2034 (E.D. Pa.) - The firm serves on the Plaintiffs' Steering Committee in MDL action alleging antitrust violations related to defendant's set-top cable box policies.

**In re: Blue Cross Blue Shield Antitrust Litigation**, MDL No. 2406 (N.D. Ala.) - The firm serves on the Plaintiffs' Steering Committee in the pending MDL case alleging nationwide market allocation and price-fixing antitrust violations by the Blue Cross Blue Shield Association and its members.

**Anderson v. National City Bank (formerly Provident Bank),** No. 04-C-199 ( Cir. Ct. of Mercer County, W. Va.) - The firm was brought in by a respected legal service firm six months before trial as co-lead counsel in a certified predatory-lending class action in West Virginia state court. The case settled for $8.1 million, a sum that completely paid off more than fifty mortgage loans and made additional cash payments to class members of up to $34,000 each.

**Carter v. Taurus Int'l Mfg., et al., Taurus Pistol Unintended Discharge Case -** The firm serves as co-lead counsel in a nationwide product liability class action against firearm manufacturer Taurus alleging design defects in nine pistol models that can result in unintended discharge if the pistol is dropped. Granted final approval from the U.S. District Court for the Southern District of Florida on July 22, 2016, the settlement's total possible value has been assessed to be $239 million. The terms of the settlement include a buyback or replacement of almost one million pistols, as well as additional safety training with regards to the defects alleged in the suit. The case is currently on appeal to the U.S. Court of Appeals for the Eleventh Circuit by three objectors to the settlement.

**Cummins v. H&R Block, Inc. -** In a case litigated for five years in venues ranging from the West Virginia trial and appellate courts, to federal district courts in West Virginia and Illinois, to the United States

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Supreme Court, our lawyers served as lead counsel in winning a $62.5 million multistate class action settlement against H&R Block. The case involved first-impression claims relating to the application of West Virginia's credit-services organization statute to Block's refund anticipation loan product. Other firms across the country litigated cases against Block alleging similar claims, without success, for more than ten years. West Virginia's share of the settlement was $32.5 million.

**Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation,** MDL No. 2775 (D. Md.) - Mr. Selby serves on the PSC of this MDL, the cases in which allege that the metal-on-metal design of the company's R3 and BHR line of hip implants lead to tiny particles of cobalt and chromium metal alloys being shed into patients' hip joints and bodies, potentially leading to bone and tissue necrosis, toxic damage and the formation of pseudotumors. This MDL is currently in the deposition phase of discovery. Mr. Selby has an active role in preparing for and taking all the marketing related corporate witnesses' depositions.

**3M Products Liability Litigation,** MDL No. 2885 (N.D. Fl.) – Kate Charonko serves on the ESI Subcommittee. The related actions generally allege that the defendants' dual-ended Combat Arms earplugs were defective and caused the plaintiffs to develop hearing loss and/or tinnitus.

**In Re: Davol/C. R. Bard Hernia Mesh Multi-Case Management Litigation**, Case No.: 18-9999 (Superior Court R.I.) – David Selby serves on the PSC and Kate Charonko serves as liaison director of e-Discovery for the Davol/C. R. Bard Hernia Mesh Products Liability Litigation. This state court MDL consists of plaintiffs who had one or more of defendants' hernia mesh products implanted for hernia repair. It is being alleged that the polypropylene material used in defendants' hernia mesh products is unreasonably susceptible to in vivo oxidative degradation, which causes or exacerbates excessive inflammation and adverse foreign body reaction, leading to excessive shrinkage, scarification, pain and mesh deformation.

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BAILEY GLASSER LLP



Of Counsel

# Bart D. Cohen

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Bart Cohen has over 30 years of experience in class actions and other complex litigation, with an emphasis on federal antitrust litigation earlier in his career, and with an emphasis on consumer litigation since joining Bailey Glasser.

Bart has been appointed as co-lead counsel in data breach litigation including *Barletti v. Connexin Software Inc.*, No. 2:22-cv-04676 (E.D. Pa.) (representing proposed class of over 2.9 million), *Goss v. Performance Health Technology, Ltd.*, No. 23CV34744 (Multnomah Cty. Circuit Ct.) (proposed class of over 1.7 million), and *In re Community Health Systems, Inc. Data Security Litigation*, No. 3:23-cv-00285 (M.D. Tenn.) (proposed class of over 1.1 million). The *Connexin* court approved a settlement worth $4 million in July 2024.

In *Your Towne Builders, Inc. v. Manheim Township*, Bart was one of two co-lead counsel for a certified class of real estate developers who were overcharged for connecting new construction to a municipal water system. After a bench trial and an appeal to the Commonwealth Court of Pennsylvania, the case settled for $4 million, over 80 percent of class-wide damages. *See Your Towne Builders, Inc. v. Manheim Twp.* , 303 A.3d 1126 (Pa. Commw. Ct. 2023).

Bart's proficiency in managing both practical and substantive information technology is a result of his degree in computer science as well as his experience in professional software development. Bart is a second-generation attorney, first inspired to become a lawyer by his father (who practiced for over 60 years), and now inspired by pursuing truth and justice on behalf of his clients.

Bart is a frequent contributor to legal publications, including *Law360*, *The Legal Intelligencer*, and several publications of the American and Philadelphia Bar Associations. He has been identified as "a very strong litigator" by the *Legal 500* (2009 and 2010), and was designated a "Pennsylvania Super Lawyer," a distinction awarded to only five percent of the attorneys in the state, for over a decade.

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Bart is a graduate of the Georgetown University Law Center. He also graduated from the University of Pennsylvania with two bachelor's degrees, from the Wharton School and the School of Engineering and Applied Science.

## Practice Areas

Automotive Defects

Banking & Financial Services

Class Actions

Consumer Litigation

## Education

J.D., Georgetown University Law Center, 1989

B.S. and B.A.S, University of Pennsylvania, 1984

## Admissions

Pennsylvania

U.S. District Court, Eastern District of Pennsylvania

U.S. Court of Appeals for the Third Circuit

## Representative Matters

- ***Barletti v. Connexin Software Inc.***, No. 2:22-cv-04676 (E.D. Pa.): After prevailing on a contested lead counsel motion, Bart is one of two co-lead counsel responsible for prosecuting this proposed class action on behalf of over 2.2 million class members, many of whom are children, whose sensitive data was exposed by the breach of an information technology services provider that serves pediatric practices nationwide.
- ***In re Community Health Systems, Inc. Data Security Litigation***, No. 3:23-cv-00285 (M.D. Tenn.): Bart is co-lead counsel in this proposed class action on behalf of over 1.1 million class members, whose sensitive data was exposed by the breach of a vendor serving Community Health Systems, Inc., which operates nearly 80 hospitals in 15 states.
- ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, No. 05-md-1720 (E.D.N.Y.): Bart played a key role in earning his prior firm a lead counsel position representing an injunctive relief class of over seven million merchants who accept Visa and Mastercard payment cards, based on his substantial earlier work on the case, and by drafting the firm's briefs in support of a hotly-contested lead counsel motion. Bart subsequently filled a role

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immediately below that of co-lead counsel, taking responsibility for formulating settlement positions (which involved complex payment network rules) and managing certain dispositive briefs. We got the class certified, based in part on his advocacy related to rarely litigated issues raised by Fed. R. Civ. P. 23(b)(2).

- ***In re Wawa, Inc. Data Security Litigation*, 2:19-cv-06019 (E.D. Pa.)**: Bart played a key role in earning his prior New York-based firm a lead counsel position, by getting a complaint on file promptly after news of the Wawa data breach became public, and by virtue of his knowledge of the Philadelphia firms with whom they were in competition. Bart was responsible for the firm's day-to-day role in the case, in which a settlement for up to $9 million was approved.

## News & Insights

Bailey Glasser Adds Antitrust Lawyer Bart Cohen as Of Counsel in Philadelphia
10.25.2021

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**IN THE COURT OF COMMON PLEAS**
**OF DAUPHIN COUNTY, PENNSYLVANIA**

| | |
|---|---|
| MELANIE HUDSON, JAMES SMITH, GREGORY MINARCHICK, TAHIRA WASHINGTON, NICHOLAS ZULLO, and JOSEPH YURCHO, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>v.<br><br>PENNSYLVANIA STATE EDUCATION ASSOCIATION,<br><br>Defendant. | CIVIL DIVISION<br><br>No. 2025-CV-02411 |

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

This matter came before the Court on Plaintiffs Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho's ("Plaintiffs" or "Class Representatives") Unopposed Motion for Preliminary Approval of Class Settlement Agreement ("Motion"). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant Pennsylvania State Education Association ("Defendant") (collectively, the "Parties") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.[1]

[1] Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action

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1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to Pa. R. Civ. P. 1702 and 1708-1709, the Court conditionally certifies the Settlement Class in this matter defined as follows:

> All natural persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from Defendant of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff.

The class is comprised of approximately 517,487 individuals.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or facts common to the Settlement Class, (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class, (4) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in Pa. R. Civ. P. 1709, and (5) a class action provides a fair and efficient method of adjudication of the controversy under the criteria set forth in Pa. R. Civ. P. 1708.

2. **Class Representatives and Settlement Class Counsel.**

Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are

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Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and that they will be adequate Class Representatives.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Class Counsel: Gerald D. Wells, III of Lynch Carpenter, LLP, and Bart D. Cohen of Bailey & Glasser LLP.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed is Settlement fair, reasonable, adequate, and in the best interests of the Settlement Class to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026 at _____ o'clock [a.m./p.m.] in the Court of Common Pleas of Dauphin County, Pennsylvania, Courtroom _____, 101 Market Street, Harrisburg, PA 17101, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to Pa. R. Civ. P. 1702 and 1708-1709; (b) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class pursuant to Pa. R. Civ. P. 1714; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (except those who have filed timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) Plaintiff's Motion for Attorneys' Fees,

Costs, and Service Awards should be granted; (f) Gerald D. Wells, III of Lynch Carpenter, LLP and Bart D. Cohen of Bailey & Glasser LLP should be finally appointed as Settlement Class Counsel; and (g) Melanie Hudson, James Smith, Gregory Minarchick, Tahira Washington, Nicholas Zullo, and Joseph Yurcho should be finally appointed as Class Representatives.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court at least twenty-one (21) Days prior to the date of the Final Approval Hearing, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representative shall be filed with the Court at least twenty-one (21) Days prior to the date of the Final Approval Hearing.

6. **Administration.** The Court appoints RG/2 Claims Administration LLC as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Defendant shall pay the Notice and Settlement Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Email Notice, Long Form Notice, Postcard Notice and Publication Notice that are attached to the Settlement Agreement as **Exhibits B, C, D and F**, satisfy the requirements of Pa. R. Civ. P. 1714, constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms or the Settlement, provide Settlement Class Members with details regarding how

to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **forty-five (45) Days of the entry of this Preliminary Approval Order** (the "Notice Deadline"), the Settlement Administrator shall, as applicable, disseminate or publish the Email Notice, Postcard Notice, Long Form Notice, and Publication Notice, and establish a Settlement Website and settlement telephone line, all as provided for in the Settlement Agreement.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to Pa. R. Civ. P. 1714. Specifically, the Notices themselves are clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Awards for the Class Representatives, as well as the amount that Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Approval Hearing;

and prominently display the address and phone number of Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, the Notice Program, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to Pa. R. Civ. P. 1714 and constitutes Due Process under the U.S. and Pennsylvania Constitutions.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign, and timely submit, complete, and mail a request for exclusion ("Opt-Out Request") to the Settlement Administrator at the address in the Notice. The opt-out request must be in writing and must identify the case name "*Hudson, et al. v. Pennsylvania State Education Association*," be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and unique identifier of the Settlement Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs. Any Settlement Class Member who timely requests exclusion shall not (i) be bound by any Final Approval Order or Judgment; (ii) be entitled to the Settlement Benefits under the

Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

To be effective, an Opt-Out Request must be postmarked ***no later than the Opt-Out Deadline, which is sixty (60) days after the Notice Date***.

10. **Objections.** A Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the ***Objection Deadline***, ***which is sixty (60) days after the Notice Date***. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made

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

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

g. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

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

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

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

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

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** The Court preliminarily approves the plan for remuneration described in Section IV of the Settlement Agreement.

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

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

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

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the

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Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

| EVENT | DATE |
|---|---|
| Notice Deadline | 45 Days after Preliminary Approval |
| Deadline for Plaintiff to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award | 14 Days before the Objection Deadline and Opt-Out Deadline |
| Deadline for Settlement Class Members to Opt-Out of or Object to Settlement Agreement | 60 Days after Notice Deadline |
| Deadline for Class Members to Submit Claim Forms (Electronically or Postmarked by Mail) | 60 Days after Notice Deadline |
| Deadline for Plaintiffs to File Motion for Final Approval of Settlement | 21 Days before the original date set for the Final Approval Hearing |
| Final Approval Hearing | Not less than 105 days after Preliminary Approval (COURT TO FILL IN DATE)<br>_____, 2026 |

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IT IS SO ORDERED this ____ day of _____, 2026.

_____
Hon. Andrew H. Dowling
Judge, Court of Common Pleas
Dauphin County, Pennsylvania

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