

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jim McLaughlin, Samantha Moser, and Michelina Corcoran (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 21), and Redeemer Health and Holy Redeemer Health, (“Redeemer” or “Defendants”) (collectively the “Parties”), in the action *Doe et al. v. Redeemer Health et al.*, (Case No. 250501236) filed on or about May 8, 2023, in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania. (the “Action”).

RECITALS

WHEREAS, Redeemer is a health care system that provides a variety of health-related services in Pennsylvania.

WHEREAS, on May 8, 2023, prior plaintiff Jane Doe filed a Complaint against Defendants in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania, related to Defendants’ alleged use of third-party tracking technology within segments of their websites and the patient portal websites operated by Redeemer Web Properties Vendors (defined in Paragraph 25);

WHEREAS, on or around June 22, 2023, Defendants removed the Action to the Eastern District of Pennsylvania on the basis of the Federal Officer Removal statute, 28 U.S.C. § 1442(a)(1);

WHEREAS, prior plaintiff Jane Doe successfully moved to remand the Action to the Philadelphia County Court of Common Pleas;

WHEREAS, on May 14, 2024, Plaintiffs filed an Amended Complaint against Defendants in the Philadelphia County Court of Common Pleas asserting materially similar causes of action;

WHEREAS, Defendants deny the allegations and causes of action pled in the Action and otherwise deny any liability to Plaintiffs in any way; and

WHEREAS, following the production of documents and information relating to the claims and defenses at issue, as well as prolonged and extensive arm’s length negotiations, including a mediation before Jerry Roscoe, Esq. of JAMS, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, Plaintiffs and their counsel (“Settlement Class Counsel,” as defined in Paragraph 34), on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendants on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs

and the Settlement Class. Plaintiffs and Settlement Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible as or in evidence as an admission as to the validity of any claim, fact, or defense alleged or asserted in this Action, or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind whatsoever on the part of Released Parties.

NOW, THEREFORE, in exchange for the mutual promises, and other valuable consideration provided for in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
2. “Cash Payment” means the \$25.00 cash payment that Settlement Class Members may select via a Claim Form pursuant to the Settlement.
3. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for CyEx Privacy Shield and a Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.
4. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.
5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.
6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.
7. “Court” means the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania.
8. “CyEx Privacy Shield” means one(1) year of the CyEx Privacy Shield Pro product.

calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

18. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

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

20. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

21. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

22. “Personal Information” includes, but is not limited to, first and last name, IP address, Social Security number, driver’s license number or government-issued identification number, date of birth, date of marriage certificate, birth or marriage certificate, financial account number, credit or debit card number, or digital signature, and/or health insurance information, including, application and claims history, policy number, or subscriber identification number, admission date, discharge date, or payment information, and/or information regarding a person’s physical or mental health condition, treatment and diagnosis. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances. The use of the term “Personal Information” is not an admission that any of this information was improperly disclosed to any third party and Redeemer continues to deny that any “Personal Information” was improperly disclosed to any third party.

23. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Pennsylvania Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

24. “Redeemer Web Properties” means the webpages located at the domain www.redeemerhealth.org, including but not limited to the Redeemer website “button” linking website users to the Redeemer patient portals’ login webpages, as well as the Redeemer patient portals themselves including segments of such portals operated by Redeemer Web Properties Vendors (collectively “Patient Portals”), the Contact Us forms (including Lafayette Contact Us form and Maternity Contact Us form), and/or Schedule an Appointment forms (collectively,

33. “Settlement Class” means all Redeemer patients who have used the Redeemer Web Properties’ Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019 and March 21, 2023.

34. “Settlement Class Counsel” means Raina C. Borrelli of Strauss Borrelli PLLC and Foster Johnson of Ahmad, Zavitsanos & Mensing.

35. “Settlement Class List” means the list of the names and current or last known email and mailing address information for Settlement Class Members, to the extent reasonably available, which Defendants shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

36. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

37. “Settlement Class Representatives” means Jim McLaughlin, Samantha Moser, and Michelina Corcoran.

38. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 46.

39. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

40. “Tracking Pixels” means the Meta Pixel, Google Analytics, other third-party pixels, and any similar technologies that allow tracking of visitor activities on websites.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **CyEx Privacy Shield.** Settlement Class Members shall be offered an opportunity to enroll in one (1) year of CyEx Privacy Shield Pro.

42. **Cash Payment.** Settlement Class Members shall be offered an opportunity to elect a twenty-five dollars (\$25.00) cash payment.

43. **Prospective Relief.** Redeemer shall implement all remedial measures necessary to ensure its Tracking Pixels on the Redeemer Web Properties materially complies with the Health Insurance Portability and Accountability Act (HIPAA), including, if applicable, requiring business associate agreements with third-party providers of Tracking Pixels technologies.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid and in so doing shall apply the following criteria:

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- e. To the extent the Settlement Administrator determines that a timely claim is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with Settlement Class Counsel and Defendants Counsel in making these determinations.
- f. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide Settlement Class Counsel and Defendants Counsel with all relevant

documentation regarding the appeal. Settlement Class Counsel and Defendants Counsel will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with Settlement Class Counsel and Defendants Counsel separately or collectively.

46. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims and also provide funding instructions to Defendants. Within forty-five (45) days of receiving this accounting, Defendants, their insurer or their representative shall transmit the funds needed to pay Approved Claims in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Cash Payments shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46.a.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

49. Voided Checks. In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later

than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

50. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via email or, if a valid email address is not available, postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Settlement Class Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administration.** Defendants will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the

Settlements benefits in Paragraphs 41-42. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

V. OPT-OUTS AND OBJECTIONS

54. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys’ fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, attestation of membership); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other

cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

56. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;

- j. Working with the provider of Cyex Privacy Shield to receive and send activation codes to Settlement Class Members who submitted valid claims for Cyex Privacy Shield after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members who submitted valid claims for Settlement Payments;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendants' Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed.

60. **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 between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendants.

VIII. MODIFICATION AND TERMINATION

61. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendants under this Agreement.

62. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IX. RELEASES

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

67. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payments for the Settlement Class Representatives in recognition for their contributions to this Action in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each of the three Settlement Class Representatives (\$7,500.00 total) and Defendants agree not to oppose Settlement Class Counsel's request for service awards in these amounts. Defendants shall pay the Court-approved service awards to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendants' obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any service awards. This amount was negotiated in the context of and contemporaneously with the primary terms of the settlement being negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

69. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, as well as Service Awards, to be paid by Defendants. Defendants agree not to oppose Settlement Class Counsel's request for an award of attorneys' fees, and Litigation Costs and Expenses not to exceed One Million Seven Hundred and Fifty Thousand and Zero Cents (\$1,750,000.00) in the aggregate. If Settlement Class Counsel seeks more than \$1,750,000.00 in attorneys' fees, costs and expenses, Defendants reserve all rights to object and oppose such requests, and appeal the award of any amount of Fee Award and Costs exceeding \$1,750,000. Defendants shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the court-approved Fee Award and Costs. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does

not occur, Defendants shall have no obligation to pay any Fee Award and Costs. The dollar amount of attorneys' fees and Litigation Costs and Expenses set forth herein was negotiated in the context of and contemporaneously with the primary terms of the Settlement being negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

71. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

72. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

73. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

74. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any other Released Parties related to any of the allegations or claims alleged in the Action.

77. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

78. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

79. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

80. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

81. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

83. **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.

84. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Pennsylvania, without regard to choice of law principles.

85. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

86. **Notices.** All notices to Settlement Class Counsel and counsel for Defendants provided for herein, shall be sent by mail and email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611

raina@straussborrelli.com

All notices to Defendants provided for herein, shall be sent by mail and email to:

Jeffrey D. Grossman
Stradley Ronon Stevens & Young, LLP
2600 One Commerce Square
Philadelphia, PA 19103


jgrossman@stradley.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

SIGNATURES

Jim McLaughlin

By: 

Date: 04 / 11 / 2025

Samantha Moser

By: 

Date: 04/11/2025

Michelina Corcoran

By: Michelina Corcoran

Date: 04/11/2025

Redeemer Health and Holy Redeemer Health

By: 
Thomas G. Hornsby, Esq. '8 CLO

Date: 4-11-2025

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: Raina Borrelli
Raina C. Borrelli

Date: 04 / 14 / 2025

Counsel for Defendants

By: Jeffrey D. Grossman
Jeffrey D. Grossman

Date: April 11, 2025

— EXHIBIT A —

TO: <<Email Address>>
FROM: "Redeemer Health Tracking Pixel Settlement" <<info@[SettlementWebsite].com>>
SUBJECT: Redeemer Health Tracking Pixel Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Doe et al. v. Redeemer Health, et al
Case No. 250501236
Court of Common Pleas for Philadelphia County, Pennsylvania

IF YOU USED A REDEEMER HEALTH WEBSITE BETWEEN JANUARY 1, 2019, AND MARCH 21, 2023, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO DATA SECURITY AND PRIVACY MONITORING AND A CASH PAYMENT.

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear << First >> << Last >>:

What is this Settlement about?

Redeemer Health and Holy Redeemer Health ("Redeemer" or "Defendants") were accused of using third-party tracking technology ("Tracking Pixels") on their websites and the patient portal between January 1, 2019, and March 21, 2023. To avoid the uncertainty of continuing litigation, the parties have decided to Settle.

Who is a Settlement Class Member?

You are a Settlement Class Member if you are a Redeemer patient who has used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019, and March 21, 2023. Redeemer Web Properties include but are not limited to:

- webpages located at the domain www.redeemerhealth.org
- the Redeemer website "button" linking website users to the Redeemer patient portals' login webpages and the Redeemer patient portals themselves, including segments of such portals operated by Redeemer Web Properties Vendors (collectively, "Patient Portals")
- Contact Us forms (including Lafayette Contact Us form and Maternity Contact Us form), and/or Schedule an Appointment forms (collectively, "Forms")

What are the benefits?

The Settlement provides the following benefits:

- **Cyex Privacy Shield:** All Settlement Class Members can choose to enroll in one (1) year of CyEx Privacy Shield Pro (<https://cyex.com/privacy-shield/>).
- **Cash Payment:** All Settlement Class Members can elect a \$25 cash payment.
- **Prospective Relief:** Redeemer will implement changes to ensure its use of Tracking Pixels complies with the Health Insurance Portability and Accountability Act (HIPAA), including, if applicable, requiring business associate agreements with third-party providers of Tracking Pixels technologies.

You must file a claim by [INSERT DATE] by mail or online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to receive benefits from the Settlement. Claim forms are available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). Your unique Login and PIN on this Notice will be required to access the online and paper claim forms.

Unique ID: XXX- «LoginID» - «MailRec»
PIN: XXXXXXXX <<PIN>>

Do I have a lawyer in the case?

Yes. The Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC and Foster Johnson of Ahmad, Zavitsanos & Mensing (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case.

What are my other rights?

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any Settlement benefits; you must submit a claim to get any benefits.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue about the claims in this Lawsuit, but you will not get any benefits from the Settlement. You must exclude yourself by [INSERT].
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [INSERT]. Detailed instructions on how to file a claim, exclude yourself, or object are on the Settlement Website.

The Court will hold the Final Fairness Hearing on [INSERT] at [INSERT including the option for the hearing to be held via Zoom or other remote means] to consider whether to approve the proposed Settlement. The Court will also consider Class Counsel’s Application for \$1,750,000 for Attorneys’ Fees, Costs, and Expenses, and request for Class Representative service award of \$2,500 per Class Representative. You may attend the hearing, but you don’t have to.

This is only a summary. For additional information, including a copy of the Settlement Agreement, Class Counsel’s Application for Attorneys’ Fees and Expenses, and other documents, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call [INSERT PHONE #].

User ID: <<User ID>>

Redeemer Health Tracking Pixel Settlement
c/o Settlement Administrator
P.O. Box
Santa Ana, CA 92799-9958

Doe et al. v. Redeemer Health, et al.
Case No. 250501236

**IF YOU USED A
REDEEMER HEALTH WEBSITE BETWEEN
JANUARY 1, 2019, AND MARCH 21, 2023,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS, AND ENTITLE
YOU TO DATA SECURITY AND PRIVACY
MONITORING AND A CASH PAYMENT.**

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call toll-free 1-XXX-XXX-XXXX

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Unique ID: XXX- «LoginID»>

PIN: XXXXXX <<LoginPIN>>

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

What is this Settlement About?

Redeemer Health and Holy Redeemer Health ("Redeemer" or "Defendants") were accused of using third-party tracking technology ("Tracking Pixels") on their websites and the patient portal. To avoid the uncertainty of continuing litigation, the parties have decided to Settle.

Who is a Settlement Class Member?

Redeemer patients who used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019, and March 21, 2023. Redeemer Web Properties include but are not limited to:

- webpages located at the domain www.redeemerhealth.org; including the Redeemer website "button" linking website users to the Redeemer patient portals' login webpages and the Redeemer patient portals themselves ("Patient Portals")
- Contact Us forms (including Lafayette Contact Us form and Maternity Contact Us form), and Schedule an Appointment forms (collectively, "Forms")

What are the benefits?

All Settlement Class Members may claim one (1) year of CyEx Privacy Shield Pro (<https://cyex.com/privacy-shield/>) and a \$25 cash payment.

How do I receive a benefit?

You must file a claim by **[INSERT DATE]** online at the settlement website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to receive benefits from the Settlement. Printable Claim Forms are also available for download at the settlement website. Your unique Login and PIN on this Notice will be required to access the online and paper claim forms.

Do I have a lawyer in this case?

Yes. The Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC and Foster Johnson of Ahmad, Zavitsanos & Mensing (called "Class Counsel") to represent the interests of all Settlement Class Members in this case.

What if I don't want to participate in the Settlement?

If you do not want to be legally bound by the Settlement, you must exclude yourself by **[DATE]** or you will not be able to sue Redeemer for the claims made in this lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[DATE]**. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[DATE]** at the **[ADDRESS]**, to consider whether to approve the Settlement.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.



The Court will also consider Class Counsel's request for attorneys' attorneys' and costs of up to \$1,750,000, and \$2,500.00 for the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

— EXHIBIT B —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If You Were a Patient of Redeemer Health or Holy Redeemer Health (“Redeemer” or “Defendant”) Between January 1, 2019, and March 21, 2023, and Used Redeemer’s website, You May be Eligible for Benefits from a Class Action Settlement.

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

- A proposed Settlement has been reached in a class action lawsuit known as *Doe et al. v. Redeemer Health et al.*, (Case No. 250501236) filed on or about May 8, 2023, in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania.
- This Lawsuit arises out of Plaintiffs’ allegations regarding Redeemer’s alleged use of third-party tracking technology (“Tracking Pixels”) within segments of their websites and the patient portal websites operated by third parties.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) one year of CyEx Privacy Shield Pro (<https://cyex.com/privacy-shield/>), and (2) a \$25 cash payment. Defendant also agrees to implement changes to ensure Tracking Pixels on the Redeemer Web Properties materially comply with the Health Insurance Portability and Accountability Act (HIPAA), including, if applicable, requiring business associate agreements with third-party providers of Tracking Pixels technologies.
- You are included in this Settlement as a Settlement Class Member if you are a Redeemer patient who has used the Redeemer Web Properties’ Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019, and March 21, 2023.
- 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 or CyEx Privacy Shield Pro from this Settlement. Claim Forms must be submitted online by [INSERT] or, if mailed, postmarked no later than [INSERT].
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement. Your request to exclude yourself must be postmarked no later than [INSERT].
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than [INSERT].
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [INSERT].

WHAT THIS NOTICE CONTAINS

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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
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BASIC INFORMATION

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

You are a Settlement Class Member if you are a Redeemer patient who has used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019, and March 21, 2023. Redeemer Web Properties include but are not limited to:

- webpages located at the domain www.redeemerhealth.org
- the Redeemer website "button" linking website users to the Redeemer patient portals' login webpages and the Redeemer patient portals themselves, including segments of such portals operated by Redeemer Web Properties Vendors (collectively, "Patient Portals")
- Contact Us forms (including Lafayette Contact Us form and Maternity Contact Us form), and/or Schedule an Appointment forms (collectively, "Forms")

The Settlement Class specifically excludes: (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. 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 this case about?

This case is known as *Doe et al. v. Redeemer Health et al.*, (Case No. 250501236) filed on or about May 8, 2023, in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania. The people who sued are called the "Plaintiffs" and the company they sued, Redeemer, is known as the "Defendant" in this case.

Plaintiffs filed a lawsuit against Defendants, individually, and on behalf of anyone affected by Redeemer's alleged use of Tracking Pixels on segments of their websites and the patient portal websites operated by Redeemer Web Properties Vendors.

In this Lawsuit, Plaintiffs allege that Redeemer's use of Tracking Pixels on the Redeemer Web Properties illegally transmitted personal and health information about its patients to third parties. Defendant denies Plaintiffs' claims and denies any wrongdoing or liability.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate, and in the best interest of 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 [\[INSERT\]](#).

4. Why is this a class action?

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

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

You are included in the Settlement if are a Redeemer patient who has used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019, and March 21, 2023. Redeemer Web Properties include but are not limited to:

- webpages located at the domain www.redeemerhealth.org
- the Redeemer website "button" linking website users to the Redeemer patient portals' login webpages and the Redeemer patient portals themselves, including segments of such portals operated by Redeemer Web Properties Vendors (collectively, "Patient Portals")
- Contact Us forms (including Lafayette Contact Us form and Maternity Contact Us form), and/or Schedule an Appointment forms (collectively, "Forms")

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

Cyex Privacy Shield: All Settlement Class Members can choose to enroll in one (1) year of CyEx Privacy Shield Pro (<https://cyex.com/privacy-shield/>).

Cash Payment: All Settlement Class Members can elect a \$25 cash payment.

Prospective Relief: Redeemer will implement changes to ensure Tracking Pixels on the Redeemer Web Properties materially comply with the Health Insurance Portability and Accountability Act (HIPAA), including, if applicable, requiring business associate agreements with third-party providers of Tracking Pixels technologies.

7. How do I submit a claim?

All claims will be reviewed by the Claims Administrator. You must file a Claim Form to get any benefits from the proposed Settlement. Claim Forms must be submitted online by [INSERT] or postmarked no later than [INSERT]. You can download a Claim Form at [INSERT] or you can call the Claims Administrator at [INSERT]. The unique Login and PIN that were printed 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?

Unless you opt out of the Settlement, you won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The "Releases" section of the Settlement Agreement (Section IX) provides a detailed explanation of the legal claims that you give up if you remain in the Class.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [\[INSERT WEBSITE\]](#)

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, and you give up the right to sue for any of the Released Claims in this case if the Settlement is approved.

9. Will the Class Representatives receive compensation?

Yes. The Class Representatives will receive a service award of up to \$2,500 to compensate them for their service and effort in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Action: *Moser et al. v. Redeemer Health et al*, Case No. 230501236, pending in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania;
- (2) your full name and current address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Your written request for exclusion must be postmarked no later than [\[INSERT\]](#) to:

[\[INSERT MAILING ADDRESS\]](#)

Instructions on how to submit a request for exclusion are also available at [\[INSERT WEBSITE\]](#), and from the Claims Administrator by calling [\[INSERT PHONE #\]](#).

If you exclude yourself, you will not be able to receive any 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. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any benefits from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC and Foster Johnson of Ahmad, Zavitsanos & Mensing (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for this lawyer. 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, costs, and litigation expenses in an amount not to exceed \$1,750,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, [INSERT WEBSITE], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts 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 file an objection with the Court telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

- (1) your full name, current address, telephone number, and email address;
- (2) your original signature;
- (3) proof that you are a member of the Settlement Class (e.g., copy of settlement notice, attestation of membership);
- (4) state that you object to the Settlement, in whole or in part;
- (5) provide the legal and factual basis for why you object;
- (6) provide copies of any documents that you wish to submit to support your position;
- (7) if you have hired your own lawyer, provide their name and contact information;
- (8) if you have hired your own lawyer, they will need to provide their signature, along with documentation showing they represent you; and
- (9) contain a list, including case name, court, and docket number, of all other cases in which you or your attorney have filed an objection to any proposed class action settlement in the past three (3) years.

Objections must be submitted to the Clerk of the Court by First-Class mail, postmarked no later than [INSERT DATE], to:

[INSERT COURT CLERK INFORMATION]

If you do not file your objection with all requirements, or if your objection is not postmarked by [INSERT DATE], you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness 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?

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The hearing may be moved to a different date, time, or location without additional notice, or it may be held via ZOOM or other remote means. Please periodically check [INSERT WEBSITE] 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 award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness 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 Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness 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 benefits from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Persons described in Question 8.

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 and Expenses, and more, please visit [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Claims Administrator at [INSERT MAILING ADDRESS].

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

— EXHIBIT C —

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Moser et al. v. Redeemer Health et al.
Case No. 250501236
Court of Common Pleas for Philadelphia County, Pennsylvania
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? All Class Members may file a claim. You are a Settlement Class Member if you are a Redeemer patient who has used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019, and March 21, 2023. Redeemer Web Properties include but are not limited to:

- webpages located at the domain www.redeemerhealth.org
- the Redeemer website "button" linking website users to the Redeemer patient portals' login webpages and the Redeemer patient portals themselves, including segments of such portals operated by Redeemer Web Properties Vendors (collectively, "Patient Portals")
- Contact Us forms (including Lafayette Contact Us form and Maternity Contact Us form), and/or Schedule an Appointment forms (collectively, "Forms")

Excluded from the Settlement Class are: (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family, and (iv) anyone who has validly excluded themselves from the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

All Settlement Class Members may claim one (1) year of CyEx Privacy Shield Pro (<https://cyex.com/privacy-shield/>) and a \$25 cash payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Redeemer Health Tracking Pixel Settlement, c/o Settlement Administrator, [\[PO Box Address\]](#).

**THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

Redeemer Health Tracking Pixel Settlement
c/o Settlement Administrator

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Moser et al. v. Redeemer Health et al.
Case No. 250501236
Court of Common Pleas for Philadelphia County, Pennsylvania
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

[PO Box Address]

An electronic image of the completed Claim Form can also be submitted by email to **info@[SettlementWebsite].com**

The deadline to submit a Claim Form online is **[Claims Deadline]**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **[Claims Deadline]**.

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Moser et al. v. Redeemer Health et al.
Case No. 250501236
Court of Common Pleas for Philadelphia County, Pennsylvania
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. **All fields are required.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (if available)

Phone Number

Class Member ID

II. CYEX'S PRIVACY SHIELD PRO PROTECTION (AVAILABLE TO ALL CLASS MEMBERS)

☐ Check this box if you would like to enroll in one (1) year of CyEx Privacy Shield Pro.

Email address, if different than you provided in Section 1: _____

III. CASH PAYMENT

☐ Check this box if you would like a \$25 cash payment.

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Moser et al. v. Redeemer Health et al.
Case No. 250501236
Court of Common Pleas for Philadelphia County, Pennsylvania
SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**

Email address, if different than you provided in Section 1: _____

☐ **Venmo**

Mobile number, if different than you provided in Section 1: _____

☐ **Zelle**

Email address or mobile number, if different than you provided in Section 1: _____

☐ **Virtual Prepaid Card**

Email address, if different than you provided in Section 1: _____

☐ **Physical Check**

Payment will be mailed to the address provided in Section 1.

V. ATTESTATION & SIGNATURE

I declare under penalty of perjury and the laws of the United States and my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

— **EXHIBIT D** —

<p>SAMANTHA MOSER, MICHELINA CORCORAN, AND JIM MCLAUGHLIN, Individually and on behalf of all others similarly situated,</p> <p style="text-align: right;"><i>Plaintiffs,</i></p> <p style="text-align: center;">v.</p> <p>REDEEMER HEALTH, 667 Welsh Road Huntingdon Valley, PA 19006</p> <p>And HOLY REDEEMER HEALTH SYSTEM 667 Welsh Road Huntingdon Valley, PA 19006</p> <p style="text-align: right;"><i>Defendants.</i></p>	<p>IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA</p> <p>CIVIL ACTION - LAW</p> <p>Case No. 230501236</p>
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**[PROPOSED] ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND NOTICE
PLAN**

This matter came before the Court on Plaintiffs’ (“Plaintiffs” or “Class Representatives”) Unopposed Motion for Preliminary Approval of Class Settlement and Notice Plan (“Motion”).¹ Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendants Redeemer Health and Holy Redeemer Health System (“Redeemer Health” or “Defendants”) have entered

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement and Notice Plan (“Preliminary Approval Order”) have the same meaning as in the Settlement Agreement.

into a Settlement Agreement that settles the above-captioned litigation, subject to this Court's approval.

This matter concerns a putative class action, *Doe v. Redeemer Health, et al.*, Case No. 230501236, in the Court of Common Pleas of Philadelphia County, Pennsylvania, which arises out of Redeemer Health's alleged use of third-party analytics tools on its websites between January 1, 2019 and March 21, 2023, which Plaintiffs allege resulted in their web usage data being disclosed to Facebook and other third parties, allegedly resulting in the invasion of Plaintiffs and the Settlement Class Members' privacy. Redeemer Health denies all alleged wrongful conduct, acts and omissions, and all liability.

The Parties, through their counsel, have entered into the Settlement Agreement following good faith, arm's-length negotiations. The Parties have agreed to settle the Litigation, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of the Litigation with prejudice.

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. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to the Pennsylvania Rules of Civil Procedure, the Court conditionally certifies the Settlement Class in this matter defined as follows:

All Redeemer patients who have used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019 and March 21, 2023.

Excluded from the Settlement Class are:

(i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

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 the Pennsylvania Rules of Civil Procedure, and (5) a class action provides a fair and efficient method of adjudication of the controversy.

This certification of the Settlement Class is solely for the purpose of effectuating the Settlement Agreement. If the Settlement Agreement is terminated or not consummated for any reason, the Settlement Class shall be automatically decertified, null and void, and of no further effect with respect to any party in this Litigation, and the Parties to the Settlement Agreement shall be returned to the status each occupied before entry of this Preliminary Approval Order without prejudice to any legal argument, right or defense that any of the Parties to the Settlement Agreement might have asserted but for the Settlement Agreement.

If the Settlement Agreement is granted Final Approval, all Settlement Class Members shall be bound by all determinations and judgments in the Lawsuit concerning the Settlement (including, but not limited to, the releases provided for therein), whether favorable or unfavorable to the Class.

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

Plaintiffs are hereby designated and appointed as Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class

Members and therefore typical of the 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 Settlement Class Counsel: Foster C. Johnson of Ahmad, Zavitsanos, & Mensing, PLLC and Raina Borelli of Strauss Borelli, PLLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is 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 _____, 2025 at _____ o'clock [a.m./p.m.] in the Court of Common Pleas of Philadelphia County, Pennsylvania, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to the Pennsylvania Rules of Civil Procedure; (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely made valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (f) Plaintiffs' Motion for Attorney's Fees, Costs, Expenses, and Service Awards should be granted; (g) Foster C. Johnson and Raina Borrelli should be finally appointed as Settlement Class Counsel; and (h) Samantha Moser, Michelina Corcoran,

and Jim McLaughlin 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 **ten (10) days prior to the date of the Final Approval Hearing**, and Plaintiffs' Motion for Attorney's Fees, Costs, Expenses, and Service Award to Class Representatives shall be filed with the Court at least **fourteen (14) days prior to the deadline for Settlement Class Members to object to the Settlement**.

6. **Administration.** The Court provisionally appoints Simpluris as the Settlement Administrator for the limited and sole purpose of causing the Class Notice to be distributed to the Settlement Class and published, pursuant to the Notice Program in the Settlement Agreement, subject to the oversight of the Parties and this Court as described in the Settlement Agreement. Costs of Class Notice 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, shall be paid by Defendants.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Long-Form Notice and the Short-Form Notice, which are attached to the Settlement Agreement as **Exhibits A and B** respectively, constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of 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 the Parties are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **thirty (30) days of the entry of this Preliminary Approval Order** (the "Notice

Deadline”), the Settlement Administrator shall (i) send the Short-Form Notice to all Settlement Class Members whose email addresses are known to Redeemer Health or otherwise by first-class U.S. mail.

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 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. Specifically, the Notices (both Short-Form and Long-Form, **Exhibits A and B** to the Settlement Agreement) 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 Award for the Class Representatives, as well as the amount that Settlement 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 Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing/emailing, publication notice via method(s) agreed upon by the Parties, and publishing on the Settlement Website 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 and constitutes Due Process under the U.S. and Pennsylvania Constitutions and is hereby approved.

Non-material modifications to the exhibits may be made without further order of the Court. The Settlement Administrator and the Parties are directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must 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. To be effective, an Opt-Out Request must clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class and be postmarked **no later than sixty (60) days after the Notice Deadline** (“Opt-Out Period”).

All Settlement Class Members who submit timely, valid Opt-Out Requests shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

Within seven (7) days after the last day of the Opt-Out Period, the Settlement Administrator shall furnish to Settlement Class Counsel and to Redeemer Health Counsel a complete list of all timely and valid Opt-Out Requests (the “Opt-Out List”).

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.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) filed with the Clerk of Court **by the Objection Deadline, which is no later than 60 days after the Notice Date**, as set forth in the Settlement Agreement and as specified in the Notice; and (b) mailed to Settlement Class Counsel at the addresses listed in the Notice and postmarked by no later than the Objection Deadline. Each Objection must (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, attestation of membership); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement

in the past three (3) years.

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 Litigation.

11. **Claims Process and Settlement Administration.** Class Representatives and Redeemer Health have created a process for assessing and determining the validity of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

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 Defendants 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 Representatives or any other Settlement Class Member that their claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim they may have in this Litigation 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 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 Date	30 Days after entry of Preliminary Approval Order
Claims Deadline for Class Members to Submit Claim Forms (Electronically or Postmarked by Mail)	90 Days after Notice Date
Deadline for Settlement Class Members to Opt-Out of or Object to the Settlement	60 Days after Notice Date
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and Service Award	14 Days Prior to Opt-Out and Objection Deadlines
Deadline for Plaintiffs to File Motion for Final Approval of Settlement	14 Days Prior to Final Approval Hearing
Final Approval Hearing	Not less than 120 days after entry of Preliminary Approval Order (COURT TO FILL IN DATE) _____, 2025

IT IS SO ORDERED this ____ day of _____, 2025.

Hon.

— **EXHIBIT E** —

<p>SAMANTHA MOSER, MICHELINA CORCORAN, AND JIM MCLAUGHLIN, Individually and on behalf of all others similarly situated,</p> <p style="text-align: right;"><i>Plaintiffs,</i></p> <p style="text-align: center;">v.</p> <p>REDEEMER HEALTH, 667 Welsh Road Huntingdon Valley, PA 19006</p> <p>And HOLY REDEEMER HEALTH SYSTEM 667 Welsh Road Huntingdon Valley, PA 19006</p> <p style="text-align: right;"><i>Defendants.</i></p>	<p>IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY, PENNSYLVANIA</p> <p>CIVIL ACTION - LAW</p> <p>Case No. 230501236</p>
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**[PROPOSED] FINAL ORDER APPROVING CLASS ACTION SETTLEMENT AND
JUDGMENT**

Before the Court is Plaintiffs’ Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to Plaintiffs (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and

conditions set forth in this Order.

WHEREAS, on _____[DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. __**) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____[DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____[DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Pennsylvania Rules of Civil Procedure 1701 *et seq.* to make the findings and conclusions hereinafter set forth for the limited purpose of

determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for Service Award Payments to the Representative Plaintiff, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement does not constitute an admission of liability by Defendants, and the Court expressly does not make any finding of liability or wrongdoing by Defendants.
3. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
4. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All Redeemer patients who have used the Redeemer Web Properties' Patient Portals and/or submitted Forms through the Redeemer Web Properties between January 1, 2019 and

March 21, 2023.

Excluded from the Settlement Class are: (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

5. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

6. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Defendants to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendants to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of 231 Pa. Code § 1709 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

7. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiff's application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

8. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Pennsylvania Rules of Civil Procedure, the Pennsylvania Constitution, the United States Constitution, and other applicable law.

9. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the

Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

10. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

11. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

12. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

13. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

14. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

15. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

16. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the

Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

“Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from any Releasing Parties’ use of the Redeemer Web Properties, which shall include without limitation, Defendants’ and/or Redeemer Website Properties Vendors’ use of third-party tracking technologies on the Redeemer Website Properties, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendants’ and/or the Redeemer Website Properties Vendors’ information security policies and practices, and/or Defendants’ and/or the Redeemer Website Properties Vendors’ sharing of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or equity whatsoever.

“Released Parties” means Defendants and Redeemer Website Properties Vendors and each and every one of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendants’ and the Redeemer Website Properties Vendors respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and

assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

“Releasing Parties” and a “Releasing Party” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

“Unknown Claims” means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PLAINTIFFS DO NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEFENDANT.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representatives, Participating Settlement Class Members, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with

respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

17. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

18. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Settlement Class Representative in the amount of \$2,500.00. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

19. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

20. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees, expenses, and costs in the amount of \$1,750,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

21. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or

any liability of any kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

22. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and

provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendants will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other Party to the Litigation.

23. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

24. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

25. This Order resolves all claims against all Parties in this action and is a final order.

26. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED.

Dated

Hon.

