

**IN THE FORTY-FIFTH DISTRICT OF PENNSYLVANIA
LACKAWANNA COUNTY COURT OF COMMON PLEAS—CIVIL TRIAL DIVISION**

YVONNE AYALA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

COMMONWEALTH HEALTH
PHYSICIAN NETWORK, et. al,

Defendants.

COURT OF COMMON PLEAS
LACKAWANNA COUNTY, PA

No. 2023-cv-3008

**PLAINTIFF'S MOTION FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT CLASS**

Pursuant to Rules 1702, 1708, 1709, 1710, 1712, and 1714 of the Pennsylvania Rules of Civil Procedure, Plaintiff Yvonne Ayala, and the Class she seeks to represent, by and through her counsel of record, respectfully move for orders granting: (1) final approval of the proposed Settlement as memorialized in the Settlement Agreement; (2) certification of the Settlement Class; and (3) Plaintiff's Unopposed Motion for Approval of Attorneys' Fees, Costs, and Service Awards. Concurrently herewith, Plaintiff submits a Memorandum of Law and accompanying declarations in support of this motion. A proposed Final Approval order was attached to Plaintiff's Motion for Preliminary Approval as Exhibit B to the Settlement Agreement. Plaintiff resubmits this proposed order to the Court simultaneously with this filing, along with a proposed order regarding Plaintiffs' Motion for Attorneys Fees, Costs, and Service Awards.

Respectfully submitted,

This 15th day of October, 2024

BY: s/ Francesca K. Burne

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**PLAINTIFF'S MEMORANDUM OF LAW IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT**

MAURICE B. KELLY
LACKAWANNA COUNTY
2023 OCT 15 P 3 41
CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

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I. INTRODUCTION

Plaintiff Yvonne Ayala, by and through the undersigned Settlement Class Counsel¹, on behalf of herself and the Settlement Class, respectfully submits this Memorandum of Law in support of her motion pursuant to Rules 1702, 1708, 1709, 1710, 1712, and 1714 of the Pennsylvania Rules of Civil Procedure requesting final approval of this proposed class action settlement (“Settlement”) on the terms set forth in the Settlement Agreement (“Agreement”) and for certification of the Settlement Class.

If approved, the Settlement will successfully resolve the claims of approximately 180,000 individuals² who were notified of a data security incident that occurred between February 2 to April 3, 2023.³ The Settlement brings meaningful resolution and significant benefits to the Settlement Class without requiring further delay, risk, and expense. As discussed below, the Settlement calls for Defendant Commonwealth Health Physician Network dba Great Valley Cardiology (“GVC” or “Defendant”) to establish a \$2,000,000.00 Settlement Fund.⁴ The monetary component of the Settlement provides Settlement Class Members with either a Documented Loss Payment or a Cash Fund Payment.⁵ In addition, the Settlement offers two years of Credit Monitoring and Insurance Services (“CMIS”), which will provide three credit bureau monitoring services and \$1 million in identify theft insurance.⁶

On May 7, 2024, this Court preliminarily approved the Settlement, finding it “was reached in the absence of collusion, is the product of informed, good-faith, arms’ length negotiations

¹ All capitalized terms used herein have the meaning assigned in the Settlement Agreement.

² Declaration of Brandon Schwartz Regarding the Status of Notice and Settlement Administration (“Schwartz Decl.”), attached hereto as **Exhibit 1** (“Schwartz Decl.”) ¶ 8.

³ Settlement at 1.

⁴ *Id.* at ¶ 3.1.

⁵ *Id.* at ¶ 3.2(a).

⁶ *Id.*

between the Parties and their capable and experienced counsel, and was reached with the assistance of a well-qualified and experienced mediator.” Preliminary Approval Order ¶ 5. The Court further found the Settlement to be “within the range of reasonableness and possible judicial approval . . .” *Id.* The Court-ordered Notice Program has since been executed; nothing has changed to alter the Court’s initial assessment that the Settlement is fair, reasonable, and adequate. Indeed, the Settlement Class’s reaction to the Settlement, which has been overwhelmingly positive, bolsters this conclusion. The time for filing an objection or requesting exclusion from the Settlement has passed, and only one Class Member has filed an objection, while six have timely requested to be excluded. *Id.* at ¶¶ 19-20. This response weighs in favor of final approval.

For the reasons detailed below, Plaintiff and Settlement Class Counsel respectfully submit that the Settlement meets the standards for final approval under the Pennsylvania Rules of Civil Procedure and is a fair, reasonable, and adequate result for the Settlement Class. Plaintiff requests the Court finally approve the Settlement, grant Plaintiff’s unopposed Motion for Approval of Attorneys’ Fees, Costs and Service Awards, and enter a final judgment dismissing the case.

II. SUMMARY OF THE LITIGATION

A. Factual Background

Plaintiff alleges on or about June 12, 2023, GVC announced a breach of its information systems containing patient data that occurred between February 2, 2023, and April 14, 2023 (the “Data Breach”). Compl. ¶ 3. According to GVC’s submission to the U.S. Secretary of Health and Human Services at the Office for Civil Rights (“OCR”), the Data Breach compromised the personally identifiable information (“PII”) and protected health information (“PHI”) of more than 181,000 individuals. *Id.* The compromised information included patient names, addresses, demographic information such as dates of birth, Social Security numbers, drivers’ license numbers,

passport numbers, credit card and debit card information, bank account information, health insurance information and health insurance claims information, dates of service, diagnoses, medications, lab results, and other treatment information. *Id.* at ¶ 1.

Plaintiff filed her lawsuit against GVC on July 17, 2023, alleging claims for negligence, negligence per se, breach of implied contract, and breach of fiduciary duty, contending that GVC failed to properly secure its computer systems, resulting in an unauthorized third-party gaining access to PII and PHI belonging to Plaintiff and Settlement Class Members. Defendants deny any wrongdoing and maintain their practices comply with applicable laws and industry standards.

B. Settlement

Recognizing the risks and expense of continued litigation, the Parties began discussing the possibility of early resolution. The Settlement before the Court is the product of substantial arm's length negotiations occurring over several months' time. In particular, the Parties engaged in informal discovery and informal and formal settlement discussions, which began in approximately September 2023.⁷ During these negotiations, the Parties engaged in pre-mediation discovery to fully evaluate the merits and challenges to their case.⁸

The Parties participated in mediation on November 6, 2023, with the Honorable Thomas M. Blewitt (Ret.). Judge Blewitt served as a federal Magistrate Judge in the Middle District of Pennsylvania for 23 years, and now works as a neutral for the Judicial Arbitration and Mediation Services ("JAMS").⁹ The mediation assisted the Parties in resolving their outstanding differences

⁷ Declaration of Jean S. Martin on behalf of Proposed Class Counsel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and Certification of the Settlement Class ("Martin Decl."), previously filed as Exhibit 2 to Plaintiffs' Unopposed Motion for Preliminary Approval ("Martin Decl.") ¶ 16.

⁸ *Id.* at ¶ 17.

⁹ *Id.* at ¶ 19.

and resulted in an agreement to settle this matter in principle.¹⁰ Since that time, the Parties have diligently negotiated a formal settlement agreement, according to which the Settlement Administrator will calculate each eligible Settlement Class Member's monetary award from the Settlement based on which claim categories the individual selects, and the supporting documentation, where applicable, is provided.¹¹

III. SUMMARY OF THE SETTLEMENT TERMS

The Settlement satisfies the criteria for final approval under Pennsylvania law and provides excellent relief for the Settlement Class.

A. The Settlement Class

The Settlement Class is defined as:

[A]ll natural persons whose Personal Information was potentially compromised in the Data Breach and who were sent the Notice of Data Privacy Incident on or around June 2023.

Settlement ¶ 1.44. The Settlement Class excludes:

(1) the Judges presiding over the Action and members of their immediate families and their staff; (2) GVC, its subsidiaries, parent companies, successors, predecessors, and any entity in which GVC or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

Id.

B. Monetary Relief for the Benefit of the Class

Under the Agreement, GVC will establish a Settlement Fund of \$2,000,000.00. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses, and any Fee

¹⁰ *Id.*

¹¹ *Id.* at ¶ 21.

Award and Costs, and Service Awards approved by the Court. Each Class Member may submit a claim for payment for either:

Documented Loss Payment: Class Members may submit a claim for a Settlement Payment of up to \$5,000 (Five Thousand Dollars) for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be rejected and the Class Member's claim will instead be automatically placed into the Cash Fund Payment category below. As part of a Documented Loss Payment Claim, Class Members may submit for reimbursement for time spent remedying issues related to the Data Breach for up to six (6) total hours at a rate of \$25 ("Lost-Time Claims"). No documentation need be submitted in connection with Lost-Time Claims, but Settlement Class Members must attest that the time claimed was actually spent as a result of the Data Breach; or

Cash Fund Payment: In the alternative to the Documented Loss Payment, Class Members may submit a claim to receive a *pro rata* Settlement Payment in cash ("Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 3.7 of the Settlement Agreement.

Settlement at ¶ 3.2(a).

In addition to submitting a claim for either a Documented Loss Payment or a Cash Fund Payment, Class Members may also elect to claim two years of credit monitoring and insurance services ("CMIS"). The CMIS benefit will provide three credit bureau monitoring services and \$1 million in identity theft insurance. This benefit will be available to Class Members irrespective of whether they took advantage of any previous offering of credit monitoring from GVC. *Id.* at 3.2(b).

C. Non-Monetary Relief

A further important benefit to the class and the Settlement Class Members is the business changes Defendant has made and are committed to continue making as part of the Settlement. The

business changes involve information security enhancements, annual penetration testing, 24/7 SOC monitoring, annual security risk assessments, multi-factor authentication for employee email accounts, and updated policies and procedures designed to protect PII and PHI. Settlement ¶ 2.1. These information security enhancements are extremely beneficial to Settlement Class Members because these enhancements provide additional security to Plaintiff's and Settlement Class Members' PII and PHI in Defendant's possession and reduce the likelihood of future data breaches.¹²

D. Class Release

In exchange for the benefits conferred by the Settlement, all Settlement Class Members who did not opt-out will be deemed to have released Defendants from claims relating to the subject matter of the Action. The detailed release language is narrowly tailored to release only claims on behalf of Settlement Class Members that were or could have been asserted in this action, and applies to claims only arising out of this Data Breach, the security of Settlement Class Members' PII and PHI, and the provision of notice relating to the Data Breach. The detailed release language can be found at Paragraphs 4.1 through 4.3 of the Settlement.

E. The Notice Plan

The Notice Plan was designed to provide the best notice practicable based on the information Defendants have to identify Settlement Class Members, and it was reasonably calculated to apprise the Settlement Class Members of the terms of the Settlement, how to file claims, their rights to opt-out of or object to the Settlement, Class Counsel's anticipated fee application, and the anticipated request for Service Awards for the Class Representatives. *See* Settlement ¶¶ 6.1-6.3.

¹² *Id.* at ¶ 33.

The Notice Program was originally comprised of two parts: (1) Direct Notice to all identifiable Settlement Class Members (the “Summary Notice”); and (2) a customary Long Form Notice with more detail than the Summary Notice, which was made available on the Settlement Website. Settlement ¶ 6.3. To further support Direct Notice, because Defendant did not have contact information for all Class Members, the Parties requested that a supplemental digital notice campaign be developed and executed. Direct Notice to the Settlement Class included, among other information, a description of the material terms of the Settlement; a procedure and date by which Settlement Class Members could submit Claim Forms; a procedure and date by which Settlement Class Members could exclude themselves from or “opt-out” of the Settlement Class; a procedure and date by which Settlement Class members may object to the Settlement; the date of the Final Approval Hearing; and the address of the Settlement Website where Settlement Class Members may access the Settlement Agreement and other case related documents and information. *See* Exs. C and D to the Settlement Agreement. The digital notices directed Class Members to the Settlement Website.

F. Settlement Administration

P&N is one of the leading class action settlement administrators in the United States. A declaration summarizing P&N’s experience in this area is attached as Exhibit 5 to the Declaration of Brandon Schwartz Regarding Proposed Notice Program and Administration. P&N’s responsibilities include, among other things, the following: (1) assisting in the preparation of the Summary and Long Form Notices; (2) sending the mailed Summary Notice; (3) establishing and maintaining the Settlement Website and the toll-free telephone line for Settlement Class Member inquiries; (4) receiving and processing Claim Forms; (5) receiving and processing inquiries and requests for exclusion and objections from Settlement Class Members; and (6) mailing settlement

payment checks or processing electronic payments. All fees and expenses related to Settlement Administration will be paid by Defendant. Settlement ¶ 3.14.

IV. PRELIMINARY APPROVAL AND NOTICE

On April 22, 2024, Plaintiff moved this Court to grant preliminary approval of the Settlement, certify the proposed Settlement Class, appoint the proposed Class Representatives Class Counsel, and Settlement Administrator, approve the proposed Notice Plan, and schedule a fairness hearing on Final Approval. On May 7, 2024, the Court granted Plaintiffs' motion and appointed P&N as Settlement Administrator. Preliminary Approval Order ¶ 7.

P&N's duties have included: implementing the Notice Plan as set forth in the Settlement and the Preliminary Approval Order; (a) mailing the Summary Notice to the postal address provided by the Defendant within thirty-five days from the date the Order was entered; (b) providing Class Counsel and Defendant's counsel an affidavit confirming the Notice Plan was completed in a timely manner; (c) establishing a Settlement Website as a means for persons in the Settlement Class to obtain notice of, and information about, the Settlement; (d) establishing and maintaining a toll-free telephone line for persons in the Settlement Class with Settlement related inquiries; (e) providing information to persons to persons who call with or otherwise communicate such inquiries; and (f) performing all substantive responsibilities with respect to effectuating the Notice Plan as set forth in the Settlement Agreement. *Id.* ¶¶ 8-13.

Pursuant to the Preliminary Approval Order, P&N implemented the Notice Plan, disseminating 146,830 notices to potential members of the Settlement Class via U.S. Mail after receiving, consolidating, and deduplicating the list of Class Members it received from Defendant.¹³ Additionally, P&N executed a supplemental mailing to 18,974 Settlement Class Members for

¹³ Schwartz Decl. at ¶ 8.

which an initial Postcard Notice was returned undeliverable, but for which P&N was able to obtain an alternative mailing address through either (1) a forwarded address provided by the USPS, or (2) skip trace searches using the LexisNexis third-party vendor database.¹⁴ A customary Long-Form Notice, with even more detail than the Mailed Notice, was also made available on the Settlement Website.¹⁵ The Settlement Website had received 25,392 unique visitors and 58,432 page views.¹⁶ To further support Direct Notice, the Parties requested that a supplemental digital banner campaign be developed and executed. Beginning on July 15, 2024, and ending on August 7, 2024, P&N digital notices of the Settlement ran across a network of websites through the Google Display Network and social media notice on Facebook and Instagram.¹⁷

As of October 15, 2024, P&N has received a total of a total of 3,744 Claim Form submissions, of which 3,652 claims have been determined to be timely, non-duplicative and from Settlement Class Members.¹⁸ The Claims Deadline was September 9, 2024, and 278 claims were received for Lost Time and 3,213 claims were received for Cash Fund Payments.¹⁹ P&N has received 1,800 Claims for Credit Monitoring.²⁰ The Parties will continue to analyze and process claims submitted by the September 9, 2024 Claims Deadline..

V. ARGUMENT

A. The Settlement Merits Final Approval by the Court

1. Legal Standard

Rule 1714 of the Pennsylvania Rules of Civil Procedure requires judicial approval after a hearing for the compromise of claims brought on a class basis. The Court's decision to approve or

¹⁴ *Id.* at ¶ 8.

¹⁵ *Id.* at ¶ 12.

¹⁶ *Id.* at ¶ 13.

¹⁷ *Id.* at ¶ 11.

¹⁸ *Id.* at ¶ 17.

¹⁹ *Id.* at ¶ 18, Table 3.

²⁰ *Id.*

disapprove a class settlement is discretionary. *Buchanan v. Century Fed. Sav. & Loan Ass'n*, 393 A.2d 704, 709 (Pa. Super. Ct. 1978) (citing *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799 (3d Cir. 1974)). In exercising their discretion, courts are mindful of the public policy principle that “settlements are favored in class action lawsuits.” *Dauphin Deposit Bank & Trust Co. v. Hess*, 727 A.2d 1076, 1078 (Pa. 1999). Class settlements conserve “substantial judicial resources . . . by avoiding formal litigation.” *Krangel v. Golden Rule Res., Inc.*, 194 F.R.D. 501, 504 (E.D. Pa. 2000) (quoting *In re Gen. Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)). And “because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise.” *Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C. 4th 502, 514 (Pa. Com. Pl. 2002) (quoting Herbert B. Newberg and Alba Conte, *Newberg on Class Actions* § 11.41 (3d ed. 1992)).

The Supreme Court of Pennsylvania has held that the following seven factors should be considered when evaluating whether to grant final approval of a proposed class action settlement:

- (1) the risks of establishing liability and damages, (2) the range of reasonableness of the settlement in light of the best possible recovery, (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation, (4) the complexity, expense and likely duration of the litigation, (5) the stage of the proceedings and the amount of discovery completed, (6) the recommendations of competent counsel, and (7) the reaction of the class to the settlement.

Dauphin Deposit Bank & Trust Co., 727 A.2d at 1078 (citing *Buchanan*, 393 A.2d at 709, accord *Shaev v. Sidhu*, Nov. Term 2005, No. 0983, 2009 Phila. Ct. Com. Pl. LEXIS 63, at *22-23 (Pa. Com. Pl. 2009)). “In considering these factors, there is no exact calculus or formula for the court to use: ‘[i]n effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights.’” *Milkman*, 61 Pa. D. & C. 4th at 532 (quoting *Buchanan*, 393 A.2d at 709). “As with valuation problems in general, there will usually

be a difference of opinion as to the appropriate value of a settlement. For this reason, judges should analyze a settlement in terms of a “range of reasonableness” and should generally refuse to substitute their business judgment for that of the proponents.” *Buchanan*, 393 A.2d at 709 (citing 3 H. Newberg, *Newberg on Class Actions*, s 5610b (1977)).

Plaintiff presented these factors to the Court in her motion for preliminary approval. After consideration, this Court determined the Settlement was in the range of reasonableness and possible judicial approval. *See* Preliminary Approval Order ¶ 5. This Court’s conclusion applies equally now.

2. The Settlement Satisfies Criteria for Final Approval.

The Settlement meets all criteria relevant to approval, thus the Settlement should be finally approved.

i. The Settlement is the product of informed negotiations conducted in good faith and at arm’s length.

In negotiating this Settlement, Class Counsel had the benefit of years of experience in negotiating settlements in a number of data breach cases.²¹ As detailed above, Class Counsel conducted a thorough investigation and analysis of Plaintiff’s claims and engaged in informal discovery with Defendant.²² Before mediation, Plaintiff and Defendant discussed the list of categories of information about which exchange was necessary to engage in any settlement discussions at all. Defendant provided Plaintiff’s Counsel answers to specific questions regarding the Class and the categories of information accessed.²³

The Parties’ review of this discovery enabled them to evaluate the strengths and weaknesses of their respective claims and defenses and conduct a well-informed settlement

²¹ Martin Decl. ¶ 42.

²² *Id.* at ¶ 46.

²³ *Id.* at ¶ 18.

negotiation. See *Klingensmith v. Max & Erma's Rests., Inc.*, No. 07-0318, 2007 WL 3118505, at *4 (W.D. Pa. Oct. 23, 2007) (agreeing with plaintiff's statement "that time after sufficient discovery to put parties on firm notice of strengths and weaknesses of case, but before bulk of litigation discovery has been taken, is particularly appropriate to settlement"). Plaintiff's Counsel were also well positioned to evaluate the strengths and weaknesses of Plaintiff's claims, and the appropriate basis upon which to settle them, as a result of their roles in similar data breach class action cases against entities throughout the nation.²⁴

Following mediation, the Parties reached an agreement in principle.²⁵ Thereafter, the Parties continued negotiating a formal settlement agreement, which was signed on April 17, 2024.²⁶ These facts demonstrate the Settlement is the result of intensive, arm's length negotiations between experienced attorneys familiar with class action litigation and with the legal and factual issues of this Action. Courts properly consider the "tangible benefits derived from reaching a settlement through mediation" in determining whether to approve a settlement. *Treasurer of State v. Ballard Spahr Andrews & Ingersoll LLP*, 866 A.2d 479, 487 (Pa. Commw. Ct. 2005) (finding lower court's disapproval of a settlement to be an abuse of discretion because "the parties' submissions and the history of the pre-mediation investigations and of the protracted mediation process serve to demonstrate that relevant considerations as to various litigation options had been fully investigated and evaluated by competent counsel"). Because "the settlement was arrived at by experienced, competent counsel after arm's length negotiations" and is not the product of collusion, the Settlement should be preliminarily approved. *Id.* at 486.

ii. The risks of establishing liability and damages favor settlement, and the Settlement is within the range of reasonableness in light of the attendant litigation risks.

²⁴ *Id.* at ¶ 47.

²⁵ *Id.* at ¶ 19.

²⁶ *Id.* at ¶ 22.

Plaintiff and Class Counsel are confident in the strength of their case. Nonetheless, Defendant has asserted defenses it believes could entirely preclude recovery. Plaintiff and Class Counsel are therefore mindful of the inherent risks in continued litigation, and in their ability to establish class-wide damages and liability. Plaintiff faces a risk that the Court could disallow some of her claims on legal grounds and that a jury would determine that Defendant did not act negligently, did not breach its implied contract, did not breach the duty of confidence, and/or Defendant's acts and/or omissions did not warrant injunctive and/or declaratory relief.

Moreover, protracted litigation carries with it inherent risks that would have delayed and endangered Class Members' monetary recovery. Even if Plaintiff did prevail at trial, recovery could be delayed for years by appeals. Under the circumstances, Plaintiff and Class Counsel appropriately determined that the benefits to the Class in the Settlement reached with Defendants outweigh the gamble of continued litigation.²⁷ Accordingly, the Settlement should be approved as it provides substantial relief to Settlement Class Members without further delay and without exposing Plaintiff and absent Settlement Class Members to the risks associated with continued litigation. The Settlement is well within the range of reasonableness in light of the attendant risks of litigation.

Weighing the risks of litigation [i.e., establishing breach of contracts and fiduciary duties and that the representative plaintiffs were adequate and typical class representatives] and benefits of the settlement [i.e., an award of monetary damages to the class], the Court believes that the settlement falls within the range of reasonableness.

Shae v. supra, 2009 Phila. Ct. Com. Pl. LEXIS 63 at *24-28; 4 William B. Rubenstein, Alba Conte, and Herbert B. Newberg, *Newberg on Class Actions* § 11:50 at 155 (4th ed. 2002) ("In most

²⁷ *Id.* ¶ 49.

situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results”); *Ashley v. Atl. Richfield Co.*, 794 F.2d 128, 134 n.9 (3d Cir. 1986) (“Physical, psychological and monetary benefits inure to both sides of a settlement agreement. Indeed, the avoidance of litigation expense and delay is precisely what settlement contemplates”).

iii. The Settlement is within the range of reasonableness in light of the best possible recovery.

As stated above, the Settlement is an excellent recovery for the Settlement Class Members and is reasonable in light of the facts and circumstances in this case. Class Counsel has extensive experience in similar data breach cases. For example, Class Counsel Jean Martin has been appointed to lead several privacy and data breach class actions, including serving as co-lead counsel in *Aguillo, et al. v. Kemper Corp., et al.*, Case No.: 1:21-cv-01883 (N.D. Ill.), *Combs, et al. v. Warner Music Group*, Case No. 1:20-cv-07473-PGG (S.D.N.Y.), and *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.). Francesca Kester Burne has been appointed settlement class counsel in data privacy cases including *Portier, et al. v. NEO Technology Solutions, et al.* Case No.: 3:17-cv-30111 (D. Mass.) and *Franchi v. Barlow Respiratory Hospital*, Case No. 22STC09016 (Cal. Super. Ct.).

Ms. Martin and Ms. Burne have worked together on landmark data privacy cases including *Tillman et al., v. Morgan Stanley Smith Barney, LLC*, Case No. 20cv591-PAE, (S.D. NY) (\$68 million settlement for 15 million class members). They also presently represent plaintiffs in a data breach case in which the plaintiffs moved for class certification, resulting in the first order in the country granting Federal Rule of Civil Procedure 23(b)(3) certification in a consumer payment card data breach. *See In re Brinker Data Incident Litig.*, No. 3:18-cv-686-TJC-MCR, 2021 WL 1405508 (M.D. Fla. Apr. 14, 2021), *vacated in part sub nom. Green-Cooper v. Brinker Int’l, Inc.*,

73 F.4th 883 (11th Cir. 2023).²⁸

Class Counsel have litigated and settled several data breach cases of all sizes and in varying amounts. This settlement in their experience falls within the range of reasonableness in light of potential recovery after risk filled and protracted litigation.

iv. The complexity, expense, and likely duration of the litigation favor settlement.

Where, as here, Class Counsel and Defendant have reached a settlement regarding “a vigorously disputed matter, the Court need not inquire as to whether the best possible recovery has been achieved but whether, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the settlement is reasonable.” *Wilson v. State Farm Mut. Auto. Ins. Co.*, 517 A.2d 944, 948 (Pa. 1986) (internal quotation omitted); *see also Gregg v. Independence Blue Cross*, Dec. Term 200, No. 3482, 2004 WL 869063, at *40 (Pa. Com. Pl. April 22, 2004) (holding that “[t]he complex nature, the high expense and the likelihood of years’ passing without final resolution weigh in favor of settlement”).

This case presents complexities not at issue in other cases. Establishing liability and damages at trial would require multiple experts’ extensive work and testimony. In addition, Defendants presented, and would continue to present, defenses it believes could bar recovery, thereby increasing Plaintiff’s risk of no recovery while causing litigation effort and expenses to mount. Further, the traditional means for handling claims like those at issue here would tax the court system, require a massive expenditure of public and private resources, and given the relatively small value of the claims of the individual class members, would make individual resolution impracticable. Additionally, if this matter was to go to trial, it would likely take several

²⁸ *Id.* ¶ 45.

more years to reach a final resolution. Thus, the proposed Settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner.

v. The stage of the proceedings and the amount of discovery completed favor settlement.

Class Counsel's extensive experience in similar data breach cases allowed them to efficiently seek the essential information needed to evaluate the strengths and weaknesses of the claims through informal discovery.²⁹ Defendant provided to Class Counsel essential pieces of information—including informal discovery responses to questions from Plaintiff—prior to the parties' engagement of settlement negotiations.³⁰ This information ensured Plaintiff and her counsel had the information necessary to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation. Therefore, it is "particularly appropriate to settle[]" because there has been "sufficient discovery to put parties on firm notice of strengths and weaknesses of case," even though the "bulk of litigation discovery has [not yet] been taken." *See Klingensmith*, 2007 WL 3118505, at *4.

vi. The recommendations of competent counsel favor settlement.

"The court must [] consider the recommendations of competent counsel in evaluating the reasonableness of the settlement, and those recommendations are given substantial weight." *Gregg*, 2004 WL 869063, at *41 (citing *Milkman*, 61 Pa. D. & C. 4th at 545). The particular weight attributed to the counsel's recommendation depends on factors such as competence, the length of involvement in the case, experience in the particular type of litigation, and amount of discovery completed. *Austin v. Pa. Dep't of Corrs.*, 876 F. Supp. 1437, 1472 (E.D. Pa. 1995). "Usually, however, an evaluation of all the criteria leads courts to conclude that the recommendation of

²⁹ *Id.* at ¶¶ 15, 47.

³⁰ *Id.* at ¶ 15.

counsel is entitled to great weight following ‘arm’s length negotiations’ by counsel who have ‘the experience and ability . . . necessary [for] effective representation of the class’s interests.’” *Id.* (quoting *Weinberger v. Kendrick*, 698 F.2d 61, 74 (2d Cir. 1982)).

Class Counsel and Plaintiff strongly endorse this Settlement.³¹ Since Defendant was served, the Parties have been vigorously litigating this case. As stated above and extensively addressed in Plaintiff’s Memorandum of Law in Support of Preliminary Approval, Class Counsel are competent and experienced in class action litigation (particularly in data breach cases), the Parties have completed adequate informal discovery, and the Settlement is a result of arm’s-length negotiations. Therefore, Class Counsel’s recommendations in favor of the Settlement should be afforded great weight.

vii. The reaction of the Class to the Settlement favors final approval.

The reaction to the Settlement by the Settlement Class has been overwhelmingly positive and weighs in favor of approval. Class Members were fully apprised of the terms of the Agreement and their legal rights to object or exclude themselves from the Settlement.³² The deadline to object or opt-out was August 7, 2024.³³ Only six Class Members excluded themselves from the Settlement and one Class Member has objected.³⁴ The single objection should be overruled, as it fundamentally misunderstands the terms of the Settlement Agreement and poses hypotheticals that simply do not exist. Plaintiff’s full response to the objection in this case is attached hereto as **Appendix A.**

Overall, these numbers suggest that the overwhelming majority of Class Members are satisfied with the Settlement, weighing strongly in favor of approval.

³¹ *Id.* at ¶ 55.

³² Schwartz Decl. ¶ 19

³³ *Id.* at ¶ 9

³⁴ *Id.* at ¶ 20.

B. The Court Should Certify the Settlement Class

In granting the preliminary approval, this Court found that for the purposes of approving the Settlement, “the factors delineated in Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 are present and that certification of the proposed Settlement Class is appropriate under Rule 1710.” Preliminary Approval Order at 3-4. This Court further found that “a. the proposed Settlement Class is easily identifiable and so numerous that joinder of all members of the class is impracticable; b. there are questions of law and/or fact common to the proposed Settlement Class; c. the Class Representatives’ claims are typical of the claims of the members of the proposed Settlement Class; d. the Class Representatives will fairly and adequately represent the interests of the members of the proposed Settlement Class; e. common issues will likely predominate over individual issues; and f. Class Counsel are qualified to serve as counsel [to] the proposed Settlement Class.” *Id.* at 4. There have been no changes that would undermine this Court’s initial determination.

For the same reasons previously argued in Plaintiff’s Memorandum in Support of their Motion for Preliminary Approval, the Court should grant final certification of the Class for purposes of the Settlement.

C. Notice to the Settlement Class Satisfied Rule 1714(c)

Rule 1714(c) of the Pennsylvania Rules of Civil Procedure requires that “[i]f an action has been certified as a class action, notice of the proposed . . . settlement . . . shall be given to all members of the class in such manner as the court may direct.” For class members who can be identified with reasonable effort, “[t]he court may require individual notice to be given by personal service or by mail.” Pa. R. Civ. P. 1712(b).

For notice in a class action to be considered adequate, it “must present a fair recital of the

subject matter and proposed terms and inform the class members of an opportunity to be heard,” but it “need not provide a complete source of settlement information.” *Fischer v. Madway*, 485 A.2d 809, 811 (Pa. Super. Ct. 1984) (internal citations and quotations omitted). The description of the proposed settlement may be “very general[,] . . . including a summary of the monetary or other benefits that the class would receive and an estimation of attorneys’ fees and other expenses,” and “[i]t is enough that the notice contain facts sufficient to alert interested persons to the terms of the proposed settlement and also the means by which further inquiry can be made and objection recorded.” *Id.* at 811 (internal citations and quotations omitted).

Plaintiff has provided the Settlement Class with adequate notice of the Settlement. Class Counsel estimated the size of the Settlement Class to be approximately 181,764 individuals.³⁵ On May 24, 2024, P&N received one (1) file containing the names, and where available, mailing addresses, phone numbers, dates of birth, and Social Security Numbers, for a total of 181,735 records. After consolidating and deduplicating the data, P&N determined that a total of 179,933 unique records existed in the class data.³⁶

P&N first performed reverse look-up searches for Settlement Class Members who did not have a mailing address, but for whom a phone number, date of birth, and/or a Social Security Number were available from the class data. After obtaining additional addresses through the reverse look-up process and reviewing the remaining class data, P&N identified sufficient mailing addresses for 146,830 Settlement Class Members.³⁷

In accordance with the Court’s Preliminary Approval Order, after validating the mailing addresses for the identified 146,830 Settlement Class Members, P&N caused the Postcard Notice to be

³⁵ *Id.* at ¶ 5.

³⁶ *Id.*

³⁷ *Id.* at ¶ 6.

mailed via USPS First Class Mail. Additionally, P&N executed a supplemental mailing to 18,974 Settlement Class Members for which an initial Postcard Notice was returned undeliverable, but for which P&N was able to obtain an alternative mailing address through either (1) a forwarded address provided by the USPS, or (2) skip trace searches using the LexisNexis third-party vendor database.³⁸ The Direct Notice effort successfully reached 67.11% of Settlement Class Members (120,752/179,933) and approximately 82% of those who P&N determined had sufficient mailing addresses to receive Postcard Notice (120,752/146,830).³⁹ Additionally, the Settlement Website as of October 15, 2024, received 25,392 unique visitors and 58,432 page views.⁴⁰ The supplemental Digital Notice implemented by P&N, which ran across a network of websites, including social media, generated 26,421,966 impressions.⁴¹

The Notice adequately described the substantive terms of the Settlement by including important information such as: (1) the rights and options for Settlement Class Members and the deadlines by which to act on those options, (2) the web address to the case website for access to additional information, and (3) the date of the Final Approval Hearing.⁴²

In sum, the Notice Plan implemented satisfied Rule 1714(c) of the Pennsylvania Rules of Civil Procedure. *See Bradburn Parent Teacher Store, Inc. v. 3M (Minnesota Mining & Mfg. Co.)*, 513 F. Supp. 2d 322, 329 (E.D. Pa. 2007) (finding that direct notice via first class mail satisfies the notice requirements of both Fed. R. Civ. P. 23 and the due process clause); *In re American Investors Life Ins. Co. Annuity Mktg. & Sales Practices Litig.*, 263 F.R.D. 226, 237 (E.D. Pa. 2009) (finding that direct notice via first class mail and the creation of a settlement website satisfy the

³⁸ *Id.* at ¶¶ 6-8.

³⁹ *Id.* at Table 1.

⁴⁰ *Id.* at ¶ 13.

⁴¹ *Id.* at ¶ 11.

⁴² *Id.* at ¶ 9.

notice requirements of both Fed. R. Civ. P. 23 and the due process clause).

VI. CONCLUSION

Based on the foregoing, Plaintiff respectfully requests that the Court find that this Settlement is fair, reasonable and adequate; grant final approval of the Settlement; grant certification of the Settlement Class for settlement purposes; and enter the proposed Final Judgment dismissing with prejudice the claims against GVC.

A proposed Final Approval Order has been filed herewith.

Respectfully submitted this 15th day of October, 2024.

BY:

s/ Francesca Kester Burne

Francesca Kester Burne
PA Bar No. 324523

s/ Jean S. Martin

Jean S. Martin
Admitted *pro hac vice*

MORGAN & MORGAN COMPLEX

LITIGATION GROUP

201 N. Franklin Street, 7th Floor

Tampa, Florida 33602

Tel: (813) 223-5505 / Fax: (813) 223-5402

jeanmartin@forthepeople.com

CERTIFICATE OF CONCURRENCE

Pursuant to Local Rule 208.2(d), Plaintiff sought concurrence in this Motion from Defendant. Class Counsel received automated out-of-office messages from both Defense counsel, so was unable to receive concurrence. Plaintiff fully anticipates her motion will be unopposed.

Francesca K. Burne
Francesca K. Burne

MAURICE B. KELLY
LACRAMAUX & COMPANY
229 OCT 15 P 2 42
CLERK OF DISTRICT
COURT
FEDERAL BUILDING

— Appendix A —

APPENDIX A

Plaintiff's Response to Raymond A. Sever's Objection to the Settlement

The Court-ordered Notice Plan instructed Class Members of their right to object to the Settlement by submitting a written objection to the Settlement Administrator and Settlement Class Counsel. Class Counsel received a single objection, from Raymond A. Sever, who is represented *pro se*.¹ Mr. Sever's objection should be overruled.

Mr. Sever's primary objection is to the amount of the Settlement, which he describes as "miserly, parsimonious, and penurious." *See* Objection to the Proposed Settlement, attached hereto as Appendix B. Mr. Sever complains that he "needs to know the total size of the class of similarly situated plaintiffs in order to estimate an individual share" of the Settlement seemingly to evaluate the reasonableness of the Settlement. *See id.* ¶ 17. *First*, the class size is clearly stated in the operative Complaint, the Settlement Agreement, and Plaintiff's Motion for Preliminary Approval, all of which were posted on the Settlement Website immediately upon creation by the Settlement Administrator.² Clearly Mr. Sever was able to find the class size, as he uses that number (181,796) to calculate what he believes to be a *pro rata* share for each class member. *See id.* ¶ 42. As explained in more detail below, Mr. Sever's assumptions and *pro rata* calculation are inaccurate in both methodology and result.

Second, objections to the amount of a settlement are not grounds to deny final approval.

¹ Upon information and belief, this is not the first instance of Mr. Sever appearing in court *pro se*. *See Sever v. Henderson*, 220 F. App'x 159 (3rd Cir. 2007) (affirming the district court's grant of summary judgment, finding Sever posed direct threat to health or safety of others, and stating "[t]hough an employer is prohibited from discharging an employee based on his disability, the employer is not prohibited from discharging an employee for misconduct, even if that misconduct is related to his disability."). The U.S. Attorney representing the employer in *Henderson* was J. Justin Blewitt, brother of the Honorable Thomas Blewitt, mediator in this Litigation.

² *See* <https://www.gvcdatasettlement.com/court-documents/>

See, e.g., Snyder v. Ocwen Loan Servicing, LLC, No. 14 C 8461, 2019 WL 2103379, at *9 (N.D. Ill. May 14, 2019) (overruling various objectors because “objectors’ reservations about the amount of the settlement could have been resolved by simply opting out of the class and filing separate suit”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (overruling 28 objections that claimed “the Settlement is too low or otherwise insufficient,” because “the positive response from the Class favors approval of the Settlement.”); *Browne v. Am. Honda Motor Co.*, No. 09-CV-06750-MMM, 2010 WL 9499072, at *15 (C.D. Cal. July 29, 2010) (overruling 117 objectors in a class of 740,000 because “[t]he fact that there is opposition does not necessitate disapproval of the settlement. Instead, the court must independently evaluate whether the objections being raised suggest serious reasons why the proposal might be unfair.”). “Contrary to objectors’ expectations, the settlement is not a wish-list of class members that the Defendant must fulfill.” *Thompson v. Metro. Life Ins. Co.*, 216 F.R.D. 55, 65 (S.D.N.Y. 2003) (internal quotations omitted).

Furthermore, complaining that a settlement should be “better” is not a valid objection. *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *9 (D.N.J. Mar. 22, 2013). *See also In re Merrill Lynch & Co., Inc.*, 246 F.R.D. at 168 (rejecting objection that settlement is “unreasonably low” and “not in the investors class” interests as conclusory). “The Settlement is not, and cannot be, all things to all people.” *Charron v. Pinnacle Grp. N.Y. LLC*, 874 F. Supp. 2d 179, 184–85 (S.D.N.Y. 2012), *aff’d sub nom. Charron v. Wiener*, 731 F.3d 241 (2d Cir. 2013). The Settlement may not “get the class everything it wants; however, it gets the class a good deal that it does not presently have.” *Id.* This Settlement fulfills that principle. It is certainly possible that, through trial, Class Members may have obtained greater recovery, but that is not the standard this Court should review, especially given the risks involved to get to that point. *See Cagan v. Anchor Sav. Bank FSB*, 1990 WL 73423, at *12,13 (E.D.N.Y. May 22, 1990)

(approving \$2.3 million class settlement over objections that the “best possible recovery would be approximately \$121 million”); *Morris v. Affinity Health Plan, Inc.*, 859 F. Supp. 2d 611, 621 (S.D.N.Y. 2012) (“[E]ven if, as Objector Morris claims, the best possible recovery was \$125 million, it would not bar approval of the settlement, given the risk.”); *Dupler v. Costco Wholesale Corp.*, 705 F. Supp. 2d 231, 246-47 (E.D.N.Y. 2010) (“[t]he fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved”); *Joel A. v. Giuliani*, 218 F.3d 132, 144 (2d Cir. 2000) (“a settlement agreement achieved through good-faith, non-collusive negotiation does not have to be perfect, just reasonable, adequate and fair”).

Even if the amount of the Settlement was a valid ground for objection, Mr. Sever’s objection fundamentally misunderstands how the Settlement will be dispersed, as evidenced by his hypothetical scenario where 181,796 Class Members make Cash Fund Payment claims, leaving no money left for Documented Loss Payments or CMIS, and providing a *pro rata* share of approximately \$7 to each Class Member. As an initial matter, the Settlement instructs that Documented Loss Payments and CMIS claims be paid before any Cash Fund Payments. *See* SA § 3.7. Second, Settlement Class Counsel are experienced class action litigators, particularly in the data breach field, and knew when negotiating this Settlement that a scenario like the hypothetical one expressed by Mr. Sever would not occur. The claims numbers have confirmed this position.

Indeed, the claims submission deadline was September 9, 2024. As of October 9, 2024, 3,652 valid claims have been submitted, which is approximately 2% of the Settlement Class. Class Counsel anticipated this approximate claims rate based on their extensive experience. *See In re Wawa, Inc., Data Sec. Litig.*, No. CV 19-6019, 2022 WL 1173179, at *5 (E.D. Pa. April 20, 2022) (2.6% claims rate “actually compares favorably with other data breach settlements”

and collecting cases); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate indicates positive reaction). Of those 3,652 valid claims, 3,213 Settlement Class Members opted to receive the Cash Fund Payment. Plaintiffs anticipate that Settlement Class Members who opted to receive the *pro rata* Cash Fund Payment will receive approximately \$332.59 each -- significantly greater than the approximately \$7 calculated by Mr. Sever.

Mr. Sever also inexplicably argues that “[e]ach class member should be afforded the opportunity for CMIS or continued CMIS for the 2-year period.” *See* Objection to the Proposed Settlement ¶ 46. But the Settlement Agreement expressly provides for this very benefit: “[i/n addition to a claim for either the Documented Loss Payment or the Cash Fund Payment, Class Members may elect to claim two years of CMIS.” *See* Class Action Settlement Agreement and Release § 3.2(b) (emphasis added).

As expected, there is more than enough money in the Settlement Fund to cover all valid claims for Documented Loss Payments, CMIS, and Cash Fund Payments. Thus, Mr. Sever’s hypothetical scenarios which provided the foundation for his objections are a non-issue. The Settlement Fund contains sufficient funds to satisfy all claims for Documented Losses, provide 2 years of CMIS for everyone who elected such coverage, and provide an alternative cash payment of more than \$300.

Mr. Sever’s argument that Counsel should have waited longer to file this case on behalf of Plaintiff to allow other victims more time to determine damages should also be overruled. Class Counsel were contacted by Plaintiff and other Class Members who received notice, suffered damages, and wanted to file this case. Again, Class Counsel are experienced counsel who have handled many data breach cases and understand the value of the case, the type of injuries that have been suffered by Class Members already and those that could occur in the

future, and the time sensitivity surrounding identity theft and fraud prevention. Moreover, Mr. Sever, like every Class Members, had the opportunity to exclude himself from the Settlement and retain his right to bring an independent and individual action against GVC. This option was available to him and was also explained to him when Class Counsel spoke with him.

As a final point, Mr. Sever's objection states that he attempted to contacted Class Counsel at Morgan & Morgan in July but was told that Morgan & Morgan had chosen not to represent him in this case. A review of Morgan & Morgan's call center records shows that Mr. Sever did indeed call the Morgan & Morgan call center in July, but told the representative that he was a victim of a Delta Medix data breach. Because Morgan & Morgan was not involved in a data breach matter against Delta Medix – and upon information and belief there is no relationship between Delta Medix and GVC – Mr. Sever's intake was turned down. Further, although Mr. Sever is a Class Member in this case, he is not currently and never was a named plaintiff in the litigation. Additionally, Mr. Sever never retained Morgan & Morgan for representation in this or any other matter. It appears that Mr. Sever misunderstood class action principles regarding the relationship between class counsel and class members. In any event, had Mr. Sever stated that he was a Commonwealth Health or GVC Class Member, his calls to Morgan & Morgan would have been routed to Class Counsel.

When Class Counsel received Mr. Sever's objection in the mail, Class Counsel attempted to speak with him to clarify the basis for his objection. Attorney Jean Martin spoke with Mr. Sever in August to answer his questions regarding the Settlement. She also invited him to follow up with her if other concerns or questions lingered. Despite the information provided by Ms. Martin, which mirrors what is provided in this response, Mr. Sever has not withdrawn his objection.

For these reasons, Plaintiff respectfully submits that the Court overrule the objection and

grant final approval of the Settlement Agreement.

— Appendix B —

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

Yvonne Ayala, Plaintiff

Case No.: 2023 cv 3008

Individually and on behalf of
all others similarly situated

Civil Action-Class Action

Plaintiff

Vs.

Commonwealth Health Physicians
Network, dba Great Valley Cardiology
And Scranton Cardiovascular
Physicians' Services, LLC Defendants

OBJECTION TO THE PROPOSED SETTLEMENT
NOTICE OF INTENT TO ATTEND HEARING

And Now Comes, class member, Raymond A. Sever who does state
as follows:

01. That I am a member of the class of the above captioned case
pursuant to a notice of class action issued by the Settlement
Administrator, P.O. Box 3298, Baton Rouge, La. 70821.

02. The notice of class action is identified by Notice ID: LVG—1361796; Attached hereto as Exhibit A. (2 Pages)
03. My current mailing address is 411 Marion Street, Browndale, Forest City, Pennsylvania 18421.
04. My telephone number is 570-785-3950.
05. My objections to the settlement is to the parts listed below.
06. My objections apply to the entire settlement class.
07. Pursuant to the Notice of Class Action, I am represented by Morgan & Morgan Complex Litigation Group; ATTN: Jean S. Martin & Francesca K. Burne; 201 North Franklin Street, 7th Floor; Tampa, Florida 33602. As explained below I may not be represented at all, but not pursuant to my choice.
08. In the last five years I have not been part of any class action litigation nor have I objected to any class action litigation either pro se or through counsel.
09. I do plan to attend the final approval hearing if I can arrange transportation.
10. The statute of limitations for negligence in Pennsylvania is two years.
11. The data breach settlement covers losses of class members between February 2, 2023 and April 17, 2024.

See Exhibit B: GVC DATA BREACH SETTLEMENT DOCUMENT Page 5.

12. The data breach was revealed to victims on or about June, 2023.

13. The case could have been filed at a later date to allow victims more time to determine damages.

14. I experienced a loss of all personal data on my cell phone in June, 2024.

15. I believe the loss is related to the GVC Data Breach since the "Class Action Settlement Agreement & Release" clearly states that personal and demographic information may have been compromised.

16. I spent considerable time in excess of six hours working to restore the data.

17. This plaintiff needs to know the total size of the class of similarly situated plaintiffs in order to estimate an individual share of the Two Million Dollar, \$2,000,000, settlement, which will be about One Million Three Hundred Thirty-Three Thousand, Three Hundred and Thirty-Three; \$1,333,333 after attorney fees are deducted.

18. This plaintiff accessed the GVC Data Breach Settlement via the web address provided by the Settlement Administrator at www.GVCDataSettlement.com. (The only document at the site)

19. The "Notice of Class Action" states that the web address provides a full description of the settlement benefits and documentation requirements.

20. However, a careful examination of the document does not reveal the size of the class.

21. I called the toll free number provided by the Settlement Administrator.

22. After consulting with another person, the woman who had answered the phone claimed that she is not permitted to reveal that information.

23. On or about July 9, 2024, I had contacted the Law Firm of Morgan & Morgan and left a message about my concerns with the person who answered.

24. At all times in my communication with Morgan & Morgan I made clear that I am a class member in the above captioned law suit.

25. On or about July 10, Sergio left a message for me to call again.

26. I was eventually connected to Alex, who refused to answer my inquiry.

27. Alex stated that Morgan & Morgan had chosen not to represent me since I do not meet their criteria.

28. In response to my further inquiry, Alex stated that he cannot divulge the criteria due to privacy concerns.

29. On July 10, 2024 at 19:31 hours, EDT, I informed Alex that I am already a client.

30. I requested written confirmation stating that Morgan & Morgan voluntarily had chosen to drop me as a client.

31. As of July 31, 2024 I have not received written confirmation.

32. The "GVC Data Breach Settlement" obtained from the www.GVCDataSettlement.com web site defines a Settlement Class Member as an individual who resides in the United States whose personal information was compromised in the data breach experienced by GVC between February 2, 2023 and April 3, 2023, and disclosed publically in June, 2023.

33. The GVC Data Breach Settlement states that unless you opt out of the Settlement, you are part of the Settlement.

34. An examination of the "Class Action and Settlement Release Document", obtained from the Court of Common Pleas public docket, reveals, under the "Recitals" section, that 181,796 individuals were involved.

35. Assuming that there are no individual Documented Claims of up to \$5,000 each; and further assuming that there are no claims for lost time up to \$150 each; and assuming that there are no claims for Credit Monitoring and Insurance Services"; the pro rata share of each Class Member would be about Seven Dollars and Thirty-Three Cents, \$7.33.

36. The Settlement Agreement **implies** that Credit Monitoring and Insurance Services, hereafter referred to as CMIS, is a choice that is unrelated to the Documented Claims or the Pro Rata Claims.

37. The Notice of Class Action states that, "Settlement Class Members can also obtain CMIS under the Settlement Agreement."

38. The document "GVC Data Breach Settlement", Exhibit B, states as follows:

CREDIT MONITORING SERVICES: In addition of making a claim for either Documented Loss Payment or a Cash Fund Payment (i.e. pro rata settlement), Settlement Class Members may also make a claim to receive two (2) years of Credit Monitoring and Identity Theft Protection Services worth \$1 Million Dollars in insurance by choosing this benefit on the claim form.

39. Furthermore, the Class Action Settlement and Release obtained from the Clerk of Judicial Records of Lackawanna County provides, in relevant part at **page 12, Section 3.2 (b): CMIS:** In addition to a claim for either documented loss payment or the Cash Fund Payment (pro rata), Class Members may elect to claim two years of CMIS to be provided by a vendor agreed upon by the parties.....

40. The problem is that Under section 3.7 the *net Settlement Fund* may be insufficient to provide the full, two year benefit or any benefit whatsoever.

41. Page Two of Recitals state that the plaintiff and Class Counsel believe the Settlement Agreement confers **substantial** benefits upon the class and have determined that they are fair, reasonable and adequate and in the **best interest** of the settlement class.

42. How can that be when the entire Net Settlement Fund divided by the total number of class members is $\$1,400,000/181796 = \7.70 ?

43. Furthermore, this assumes that there is no CMIS or Documented Loss Payments.

44. In fact, it is *very likely* that substantial benefits will not be conferred on many class members, perhaps no benefit at all!

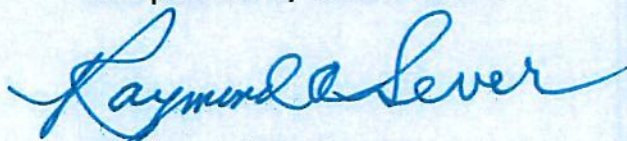
45. Under the present Settlement it seems that the only entities upon which substantial benefits will confer are the attorneys.

46. Each class member should be afforded the opportunity for CMIS or continued CMIS for the 2-year period.

46. This is especially true since pursuant to Section 1.5, Unknown claims is included in the definition of Released Claims, for over 181,000 claimants.

WHEREFORE, this Plaintiff prays that the Honorable Court will reject outright the miserly, parsimonious, and penurious settlement amount. **ADDITIONALLY**, Counsel for the Plaintiffs need to arrive at a settlement which reflects the gravity of the unconscionable breach of such personal and important data, for over 181,000 claimants.

Respectfully submitted,



Raymond A. Sever

Date Submitted: Aug. 3, 2024

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

CERTIFICATE OF SERVICE

I, Raymond Sever, do affirm that I served a copy of the document entitled "Objection to the Proposed Settlement and Intent to Attend Hearing" in the Case Entitled Yvonne Ayala vs. Commonwealth Health Physicians Network to the entities listed below, via U.S. Certified Mail on the date listed here:

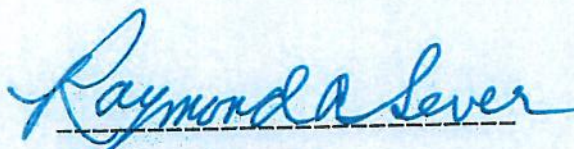
August 3, 2024 CERT # = 7019-1120-0000-9515-7600.

Great Valley Cardiology Data Breach Settlement Administrator
ATTN: Objection to Settlement
P.O. Box 3298
Baton Rouge, La. 70821

AND

CERT # = 7019-1120-0000-9515-7617
Morgan & Morgan Complex Litigation Group
ATTN: Jean S. Martin & Francesca K. Burne
201 North Franklin Street, 7th Floor
Tampa, Florida 33602

Respectfully,


Raymond Sever

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY
VERIFICATION

Yvonne vs. Commonwealth Health Physicians Network
3023 CV 3008

I, Raymond Sever, do hereby attest and certify that all the statements contained in the Objection to the Proposed Settlement in the above captioned case are true and correct to the best of my knowledge and belief and are made subject to penalties related to unsworn falsification to authorities, 18 Pa. C.S §4904.

Respectfully submitted,

Aug 3, 2024

Date Signed

Raymond A Sever

Raymond Sever

Settlement Administrator
P.O. Box 3298
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

6-10

Notice of Class Action

A state court has authorized this Notice. This is not a solicitation from a lawyer.

This is not a solicitation from a lawyer or an advertisement. You are a member of a class action, your legal rights are affected regardless of whether you do or do not act.

Please read this notice carefully.

ELECTRONIC SERVICE REQUESTED



22108*30*3*****AUTO**5-DIGIT 18407
Notice ID: LVG-1361796
Raymond Sever
411 Marion St.
Forest City, PA 18421-1228



Postal Service: Do Not Mark or Cover Barcode

O165

*To update your mailing address, please fill out and mail back to the Settlement Administrator.

Settlement Administrator Address

Your Updated Information

PLACE
STAMP
HERE

EXHIBIT
A
PAGES = 2

Batch #20230317, Page 419 of 419
To all persons whose personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.GVCDDataSettlement.com.

Why am I receiving this notice? You are receiving this Notice because the records of Commonwealth Health Physician Network, doing business as Great Valley Cardiology, and Scranton Cardiovascular Physician Services, LLC. ("GVC") show that your personal information may have been impacted as a result of a cybersecurity incident that GVC initially disclosed on or around June 2023 ("Data Breach"). You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

What are the Settlement Benefits? Under the Settlement, GVC will create a Settlement Fund consisting of \$2,000,000.00 to be used for valid and timely claims for Documented Loss Payments or Cash Fund Payments summarized below:

- Documented Loss Payment – Up to a total of \$5,000 per claimant, including for time spent remediating related issues.
- Cash Fund Payment – In the alternative to the above, a pro rata Settlement Payment in cash.

Settlement Class Members also can obtain Credit Monitoring and Insurance Services ("CMIS") under the Settlement.

Please visit www.GVCDDataSettlement.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.GVCDDataSettlement.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online, or mailed to the Settlement Administrator and postmarked, by September 9, 2024.

What are my other options? If you Do Nothing, you will be legally bound by the terms of the Settlement, and you will release your claims against GVC and other Released Parties as defined in the Settlement Agreement. You may Opt-Out of or Object to the Settlement by August 7, 2024. Please visit www.GVCDDataSettlement.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed the law firm of Morgan & Morgan to represent members of the Settlement Class. For litigating the case and negotiating the Settlement, Class Counsel will file a motion seeking Court approval for the payment of their attorneys' fees and costs in an amount no greater than \$666,666.00 for attorneys' fees and costs. You will not be charged directly for these lawyers; instead, they will receive compensation from GVC (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on October 29, 2024, to consider whether to approve the Settlement, service awards for the Class Representatives of \$1,500.00 each, and a request for attorneys' fees and expenses for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary. For more information, visit www.GVCDDataSettlement.com or call toll-free 1-844-990-3711.

www.GVCDDataSettlement.com

1-844-990-3711

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lackawanna County Court of Common Pleas
Ayala v. Commonwealth Health Physician Network, et al.
Docket No. 2023-CV-3008

IF YOUR PERSONAL INFORMATION WAS IMPACTED BY
A CYBERSECURITY INCIDENT THAT GREAT VALLEY
CARDIOLOGY INITIALLY DISCLOSED ON OR AROUND
JUNE 2023, A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR LEGAL RIGHTS.

A state court authorized this Notice. You are not being sued.

This is not a solicitation from a lawyer.

- A Settlement has been reached with Commonwealth Health Physician Network, doing business as Great Valley Cardiology, and Scranton Cardiovascular Physician Services, LLC. ("GVC" or "Defendant") in a class action lawsuit about a cybersecurity incident that was disclosed on or around June 2023 ("Data Breach").
- The lawsuit is captioned *Ayala v. Commonwealth Health Physician Network, et al.*, Docket No. 2023-CV-3008 (the "Action"), pending in the Lackawanna County Court of Common Pleas. GVC denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States whose Personal Information was compromised in the Data Breach experienced by GVC between February 2 and April 3, 2023, and disclosed publicly in June 2023.
- Your rights are affected whether you act or don't act. Please read this Notice carefully.



Questions? Call 1-844-990-3711 Toll-Free or Visit www.GVCDataSettlement.com

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.GVCDDataSettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	September 9, 2024
OPT OUT OF THE SETTLEMENT	<p>You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.</p>	August 7, 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	<p>If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.</p>	August 7, 2024
DO NOTHING	<p>Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.</p>	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Civil Trial Division of the Lackawanna County Court of Common Pleas is overseeing this class action. The lawsuit is captioned *Ayala v. Commonwealth Health Physician Network, et al.*, Docket No. 2023-CV-3008. The person that filed this lawsuit is called the “Plaintiff” and the company she sued is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that GVC initially disclosed on or around June 2023 (“Data Breach”).

3. What is a class action?

In a class action, one or more individuals represent other people with similar claims. These individuals are known as “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all settlement class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Yvonne Ayala

Mary Allabaugh, Robert Maziarz, Colleen Maziarz, Timothy Ferguson, Mary Counterman, Rita Boccadori, Michelle Jarrow, Robert Schulte, Edward Barth, Nicholas Gabello, and Marie Gabello.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiff and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiff and her attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all natural persons whose Personal Information was potentially compromised in the Data Breach and who were sent the Notice of Data Privacy Incident on or around June 2023.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) GVC and its related entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) the successors or assigns of any such excluded natural person.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

info@GVCDDataSettlement.com

Great Valley Cardiology Data Breach Settlement, c/o Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

You may also view the Settlement Agreement and Release ("Settlement Agreement") at www.GVCDDataSettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, GVC will create a Settlement Fund consisting of \$2,000,000.00 to be used to pay valid and timely claims for Documented Loss Payments, Alternative Cash Fund Payments, and Credit Monitoring and Insurance Services ("CMIS"), explained below.

8. How much will my payment be?

Payments will vary - Settlement Class Members may submit a claim form for: (1) Documented Loss Payments – up to a total of \$5,000 per claimant, to include reimbursement for time spent remediating issues related to the Data Breach at \$25 per hour for up to six hours (for a total of \$150 and subject to the \$5,000 cap for Documented Loss Payments); or (2) a *pro rata* Settlement Payment in cash ("Cash Fund Payment"). In addition, Settlement Class Members may elect to claim two years of CMIS.

Documented Loss Payment: Documented Losses must generally be supported with documentation and: (1) The loss is an actual, documented, and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse; (2) the loss was more likely than not caused by the Data Breach; and (3) the loss occurred between February 2, 2023 and April 17, 2024. Class Members may also submit for reimbursement for time spent remediating issues related to the Data Breach for up to six (6) total hours at a rate of \$25. No documentation need be submitted in connection with lost-time, but Settlement Class Members must attest that the time claimed was actually spent as a result of the Data Breach.

Cash Fund Payment: In the alternative to claiming Documented Losses, Settlement Class Members can make a claim to receive a *pro rata* Cash Fund Payment.

Credit Monitoring Services. In addition to making a claim for either a Documented Loss Payment or a Cash Fund Payment, Settlement Class Members also may make a claim to receive two (2) years of credit monitoring and identity theft protection services with \$1 million in insurance by choosing this benefit on this Claim Form.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Release" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.GVCDataSettlement.com.

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if your Personal Information was potentially compromised in the Data Breach, and you were sent the Notice of Data Privacy Incident on or around June 2023.

Claim Forms may be submitted online at www.GVCDDataSettlement.com or printed from the website and mailed to the Settlement Administrator at: *Great Valley Cardiology Data Breach Settlement*, c/o Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-844-990-3711, by email info@GVCDDataSettlement.com, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **September 9, 2024**. If submitting a Claim Form online, you must do so by **September 9, 2024**.

12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on **October 29, 2024** to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to each Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed the law firm of Morgan & Morgan to represent you and other members of the Settlement Class ("Settlement Class Counsel"). You will not be charged directly for these lawyers; instead, they will receive compensation from GVC (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by GVC out of the Settlement Fund. GVC has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees and costs not to exceed \$666,666.00.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action. GVC has agreed not to oppose Settlement Class Counsel's request for service awards not to exceed \$1,500.00 per representative.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **August 7, 2024**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- your full name;
- current address and telephone number;
- personal signature; and
- the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement at the top of the communication.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **August 7, 2024**

Great Valley Cardiology Data Breach Settlement Administrator
ATTN: Exclusion Request
P.O. Box 3298
Baton Rouge, LA 70821

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

Questions? Call 1-844-990-3711 Toll-Free or Visit www.GVCDataSettlement.com

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must clearly: (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific grounds for the objection; (f) identify whether the objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with above 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.

Objections must be submitted to the Settlement Administrator and Settlement Class Counsel no later than **August 7, 2024**.

Great Valley Cardiology Data Breach Settlement Administrator
ATTN: Exclusion Request
P.O. Box 3298
Baton Rouge, LA 70821

and

MORGAN & MORGAN COMPLEX LITIGATION GROUP
ATTN: Jean S. Martin and Francesca K. Burne
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the

Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **October 29, 2024 at 9:00 a.m. E.T.**, at the Lackawanna County Courthouse, 200 N. Washington Ave, Scranton, PA 18503, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GVCDDataSettlement.com for updates.

20. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.GVCDDataSettlement.com.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: info@GVCDataSettlement.com

Toll-Free: 1-844-990-3711

Mail: GVC Data Breach Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Lackawanna County Court of Common Pleas or by reviewing the Court's online docket.

PLEASE DO NOT CONTACT THE COURT OR GVC

411 Marion St.
Forest City, PA 18421-1228



7019 1120 0000 9515 7617

Retail



U.S. POSTAGE PAID
FCM LG ENV
FOREST CITY, PA 18421
AUG 03, 2024



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MORGAN & MORGAN Complex Litigation GRO
ATTN: JEAN S. MARTIN & FRANCESCA K. BURNE
201 North Franklin St., 7th Floor
Tampa, Florida 33602

DFE-1108398190



— EXHIBIT 1 —

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY, PENNSYLVANIA

YVONNE AYALA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

COMMONWEALTH HEALTH PHYSICIAN
NETWORK d/b/a GREAT VALLEY
CARDIOLOGY,

Defendant

Case No. 2023-CV-3008

**DECLARATION OF BRANDON SCHWARTZ
REGARDING THE STATUS OF NOTICE
AND SETTLEMENT ADMINISTRATION**

I, Brandon Schwartz, declare as follows:

1. I am the Director of Notice for the Court appointed Settlement Administrator, Postlethwaite & Netterville, APAC (“P&N”),¹ a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. In the *Declaration of Brandon Schwartz Regarding Proposed Notice Program and Administration* (the “Notice Program Declaration”), filed with the Court on April 22, 2024 and submitted along with my C.V., I detailed the proposed Notice Program to administer the claims process in the above-referenced matter (the “Action”).² As stated in the Notice Program Declaration, P&N designed the Notice Program to give notice to the Settlement Class in the most practicable manner possible. This was achieved through a combination of direct notice, a Settlement Website, and a toll-free hotline. Midway through the Notice Period, the Parties requested that P&N deploy a supplemental digital notice campaign, which was subsequently executed.

3. On May 7, 2024, the Court appointed P&N as the Settlement Administrator and approved the Notice Program and related Notices in the *Order Preliminarily Approving Class Action Settlement, Certifying the Settlement Class, and Providing for Notice to the Settlement Class* (“Preliminary Approval Order”). Preliminary Approval Order ¶ 6-7.

4. Upon entry of the Preliminary Approval Order, P&N began to implement the Notice Program in accordance with its requirements. This Declaration details the current status of the Notice Program and Settlement Administration.

Notice Program Summary

Direct Mail Notice

5. Class Counsel had informed P&N that the estimated size of the Settlement Class is

¹As of May 21, 2023, the directors & employees of Postlethwaite & Netterville, APAC (“P&N”) joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service work contracted with P&N.

² All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

approximately 181,764 individuals. On May 24, 2024, P&N received one (1) file containing the names, and where available, mailing addresses, phone numbers, dates of birth, and Social Security Numbers, for a total of 181,735 records. After consolidating and deduplicating the data, P&N determined that a total of 179,933 unique records existed in the class data.

6. P&N first performed reverse look-up searches for Settlement Class Members who did not have a mailing address, but for whom a phone number, date of birth, and/or a Social Security Number were available from the class data. After obtaining additional addresses through the reverse look-up process and reviewing the remaining class data, P&N identified sufficient mailing addresses for 146,830 Settlement Class Members.

7. Prior to mailing the Summary Notice ("Postcard Notice"), all mailing addresses underwent a validation process. The addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). Additionally, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip codes and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

8. Upon completion of the validation process, P&N caused the Postcard Notice to be mailed via USPS First Class Mail to 146,830 Settlement Class Members with available addresses. Additionally, P&N executed a supplemental mailing to 18,974 Settlement Class Members for which an initial Postcard Notice was returned undeliverable, but for which P&N was able to obtain an alternative mailing address through either (1) a forwarded address provided by the USPS, or (2) skip trace searches using the LexisNexis third-party vendor database.

9. The Postcard Notice included important information such as: (a) the rights and options for Settlement Class Members and the deadlines by which to act on those options, (b) the web address to the case website for access to additional information, and (c) the date of the Final Approval Hearing. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit A**.

10. The Postcard Notice mailing was substantially completed on June 7, 2024, in accordance with the Preliminary Approval Order. A summary of the direct notice dissemination statistics is included in Table 1 below.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Settlement Class Members	179,933	100.00%
Initial Notice Mailing		
(+) Total Notices Mailed	146,830	81.60%
(-) Total Notices Returned as Undeliverable	40,073	22.27%
Supplemental Notice Mailing		
(+) Total Unique Notices Re-Mailed	18,974	10.55%
(-) Total Undeliverable (Re-Mailed) Notices	4,979	2.77%
Direct Notice Program Reach		
(=) Received Direct Notice	120,752	67.11%

Supplemental Digital Notice

11. To further support the Postcard Notice mailed, the Parties requested that a supplemental digital banner campaign be developed and executed. Beginning on July 15, 2024, and ending on August 7, 2024, P&N caused digital notices to run across a network of websites through the Google Display Network and social media notice on Facebook and Instagram. The digital notices prominently displayed the headline “If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your legal rights.” The headline allowed website visitors to identify themselves as potential Class Members and click through to the Settlement Website. In total, the supplemental campaign generated 26,421,966 impressions. Screenshots of the digital notices are attached hereto as **Exhibit B**.

Settlement Website

12. Prior to dissemination of the Summary Notice, P&N published the Settlement Website, www.GVCDDataSettlement.com. Visitors to the Settlement Website can download the Summary Notice, the Long Form Notice, the Claim Form, as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, Orders of the Court, and other relevant documents. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit C**, with a copy of the Claim Form as **Exhibit D**. Visitors were also able to submit claims electronically, submit address updates electronically, and find answers to

frequently asked questions (“FAQs”), important dates and deadlines, and contact information for the Settlement Administrator. The Settlement Website will remain active through the close of the Notice Program.

13. As of October 14, 2024, the Settlement Website has received 25,776 unique visitors and 59,603 page views.

Dedicated Toll-Free Hotline and Email Support

14. P&N established a toll-free hotline, 1-844-990-3711, dedicated to this Settlement. The toll-free hotline is accessible twenty-four hours per day, seven days a week, and utilizes an interactive voice response (IVR) system, where Settlement Class Members can obtain essential information regarding the Settlement and get responses to FAQs. Class Members also have the option to leave a voicemail and receive a call back from the Settlement Administrator. The toll-free hotline appears in all Notices, as well as in multiple locations on the Settlement Website. The toll-free hotline will remain active through the close of the Notice Program.

15. P&N established a dedicated email address, info@GVCDDataSettlement.com, to provide an additional method for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

Settlement P.O. Box

16. P&N maintains a designated P.O. Box for the administration of the Settlement: GVC Data Breach Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821. P&N monitors the Settlement P.O. Box for Settlement-related mail such as Claim Forms, objections, exclusion requests, and inquiries about the Settlement. P&N promptly handles all mail received at the Settlement P.O. Box.

Claim Form Submissions

17. Class Members had the option of submitting claims online or mailing the printed Claim Form to the Settlement Administrator. The online claim submission feature became available on the Settlement Website beginning June 3, 2024. As of October 14, 2024, P&N has received a total of 3,744 Claim Form submissions, of which 3,652 claims have been determined to be timely, non-duplicative and from Settlement Class Members.

18. Table 2 below provides the summary statistics of claim submissions received. Table 3 below provides a summary of the approved claims and estimated awards as of October 14, 2024. Assuming that Attorneys' Fees, Expenses, and Service Awards are approved as outlined in the *Plaintiff's Motion and Incorporated Memorandum of Law in Support of Approval of Attorneys' Fees, Expenses, and Service Awards*, filed with the Court on July 24, 2024, and factoring in the costs of notice and settlement administration, the Cash Fund Payment is estimated to be \$332.59, after payment of all Documented Loss Payment and Credit Monitoring and Insurance Services ("CMIS") claims approved as of October 14, 2024. P&N will continue to analyze and process claims submitted by the September 9, 2024 Claims Deadline.

Table 2: Claims Statistics	
Description	Volume (#)
Total Claims Received	3,744
(-) Duplicate Claims Identified	64
(-) Invalid Claims – Not a Class Member	24
(-) Invalid Claims – Late Claims	4
(=) Net Claims Received	3,652

Table 3: Approved Claims Summary	
Benefit Category	Approved
Number of Documented Losses Claimed	1
Total Documented Losses (\$)	\$419.63
Number of Lost Time Claims	278
Total Number of Hours Claimed	1,427
Total Hours Claimed (\$)	\$35,675.00
Number of Credit Monitoring Claims	1,800
Total Credit Monitoring Claims (\$)	\$18,450.00
Number of Cash Fund Payments Claimed	3,213
Total Cash Fund Payments Claimed (\$)	\$1,011,066.84
Total (\$)	\$1,065,611.47

Exclusions and Objections

19. The deadline for Settlement Class Members to request to be excluded from the Settlement was August 7, 2024. To date, P&N has received six (6) exclusion requests from Settlement Class Members, which have been provided to the Parties in this Action. A list of individuals who have timely requested exclusion

from the Settlement is attached hereto as **Exhibit E**.

20. The Settlement Agreement directs that objections be filed with the Court and also mailed to the Settlement Administrator and Settlement Class Counsel by August 7, 2024. To date, P&N has not received an objection while Class Counsel informed P&N that one (1) objection had been received as of October 14, 2024.

Conclusion

21. It is my opinion, based on my expertise and experience and that of my team, that the methods of notice dissemination implemented by this Settlement, and the Court's Preliminary Approval Order, provided effective notice of the Settlement, provided the best notice that is practicable, adhered to Lacka. Co. R.C.P. 1712 and Fed. R. Civ. P. 23, followed the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and met the requirements of due process.

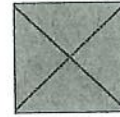
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed this 14th day of October 2024 in Portland, Oregon.

A handwritten signature in black ink, appearing to read "BSLtz", is written above a horizontal line.

Brandon Schwartz

— EXHIBIT A —

Settlement Administrator
P.O. Box 3298
Baton Rouge, LA 70821



Notice of Class Action

*A state court has authorized this Notice.
This is not a solicitation from a lawyer.*

This is not a solicitation from a lawyer
or an advertisement. You are a member
of a class action, your legal rights are
affected regardless of whether
you do or do not act.

Please read this notice carefully.

ELECTRONIC SERVICE REQUESTED

NOTICE ID: [ID]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

*To update your mailing address, please fill out and mail back to the Settlement
Administrator.

Settlement Administrator Address

Your Updated Information

PLACE
STAMP
HERE

To all persons whose personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.GVCDDataSettlement.com.

Why am I receiving this notice? You are receiving this Notice because the records of Commonwealth Health Physician Network, doing business as Great Valley Cardiology, and Scranton Cardiovascular Physician Services, LLC. ("GVC") show that your personal information may have been impacted as a result of a cybersecurity incident that GVC initially disclosed on or around June 2023 ("Data Breach"). You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

What are the Settlement Benefits? Under the Settlement, GVC will create a Settlement Fund consisting of \$2,000,000.00 to be used for valid and timely claims for Documented Loss Payments or Cash Fund Payments summarized below:

- Documented Loss Payment—Up to a total of \$5,000 per claimant, including for time spent remediating related issues.
- Cash Fund Payment—In the alternative to the above, a pro rata Settlement Payment in cash.

Settlement Class Members also can obtain Credit Monitoring and Insurance Services ("CMIS") under the Settlement.

Please visit www.GVCDDataSettlement.com for a full description of the Settlement benefits and documentation requirements.

How do I Submit a Claim Form for Benefits? You must submit a Claim Form, available at www.GVCDDataSettlement.com to be eligible to receive a Settlement benefit. Your completed Claim Form must be submitted online, or mailed to the Settlement Administrator and postmarked, by September 9, 2024.

What are my other options? If you Do Nothing, you will be legally bound by the terms of the Settlement, and you will release your claims against GVC and other Released Parties as defined in the Settlement Agreement. You may Opt-Out of or Object to the Settlement by August 7, 2024. Please visit www.GVCDDataSettlement.com for more information on how to Opt-Out and exclude yourself from or Object to the Settlement.

Do I have a Lawyer in this Case? Yes, the Court appointed the law firm of Morgan & Morgan to represent members of the Settlement Class. For litigating the case and negotiating the Settlement, Class Counsel will file a motion seeking Court approval for the payment of their attorneys' fees and costs in an amount no greater than \$666,666.00 for attorneys' fees and costs. You will not be charged directly for these lawyers; instead, they will receive compensation from GVC (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing. The Court is scheduled to hold a Final Approval Hearing on October 29, 2024, to consider whether to approve the Settlement, service awards for the Class Representatives of \$1,500.00 each, and a request for attorneys' fees and expenses for Settlement Class Counsel. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This notice is only a summary. For more information, visit www.GVCDDataSettlement.com or call toll-free 1-844-990-3711.

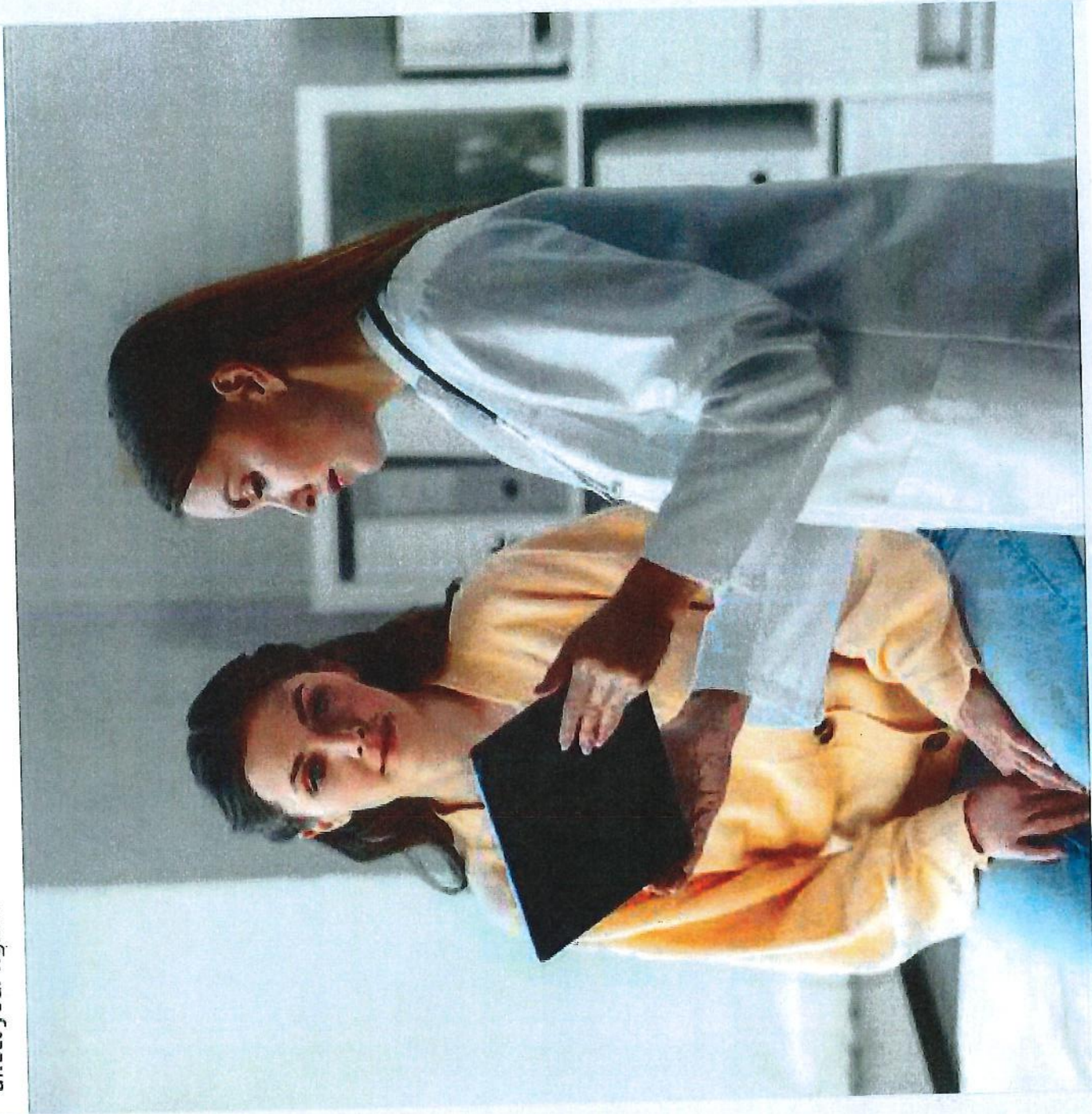
www.GVCDDataSettlement.com

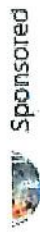
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— EXHIBIT B —

 Sponsored

If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.





If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.



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Tiger preps for Open with 18-hole practice round

Sergio wins in playoff to claim 1st career LIV title



If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

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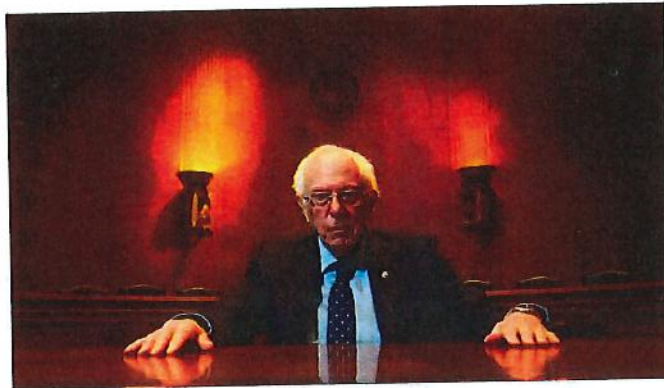
Official Films

Streaming on ESPN+

A collection unlike any other. Relive more than 60 years of history at Augusta National Golf Club with one-hour recaps of each Masters Tournament since 1959.

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U.S. News | Health



Here's why Bernie Sanders wants broader dental care for Americans

HEALTH 7:51 a.m. ET July 14



Vulnerable Americans are shut out of dental care

Dentists operate as independent businesses that can limit access to people who can't pay. Experts question what can be done to care for more people.

HEALTH 9:51 a.m. ET July 14



Colorado poultry workers catch presumed bird flu, CDC says

There are now seven cases of bird flu in the U.S. The latest cases are the first to happen in the same place.

HEALTH July 12, 2024



2,400 patients possibly exposed to infections after physician broke protocol

Over 2,400 patients may have been exposed to infections in the Portland area after a physician broke control protocol.

HEALTH July 12, 2024



Lupus cause, potential cure identified in new study

Lupus overwhelming strikes women and people of color, especially Black women.

HEALTH July 13, 2024



Preventing cancer starts with these lifestyle, diet changes

An American Cancer Society study says 40% of cancer in adults 30 and over can be avoided if people cut out smoking, drinking and other risks.

HEALTH July 12, 2024



This is why STIs are spreading rapidly among older adults

The rates of STIs among seniors over the age of 65 is skyrocketing.

HEALTH July 12, 2024

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If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

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If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights. [LEARN MORE](#)

Scranton, PA As of 3:57 pm EDT

93°

Sunny

Day 93° • Night 67°



Heat Advisory



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Thunderstorms possible after 8 pm.

Heavy

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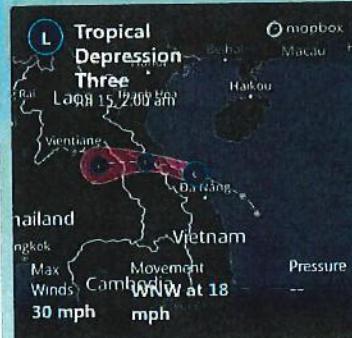
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Updated 30 mins ago



If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

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Exploring the science behind caffeine

BY DR. PAUL J. MACKAREY Jun 16, 2024

Most of us are all too familiar with someone in our family or workplace who can be described as a hyperactive or high-energy person. I am sure... [Read more](#)

Ketogenic diet may help with certain medication side effects

Seek medical care when tick bite is followed by rash

Jun 14, 2024

Hello, dear readers, and welcome back to our monthly letters column. With the warm spring-almost-summer weather, we are officially in tick sea... [Read more](#)

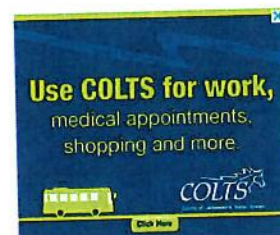
Ketogenic diet may help with certain medication side effects

Terminology helps differentiate life stages of patients

Jun 12, 2024

Q: When I was in the waiting room at my doctor's office, I overheard the nurses referring to two of the patients as a 'young old' and an 'olde... [Read more](#)

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Mothers Day

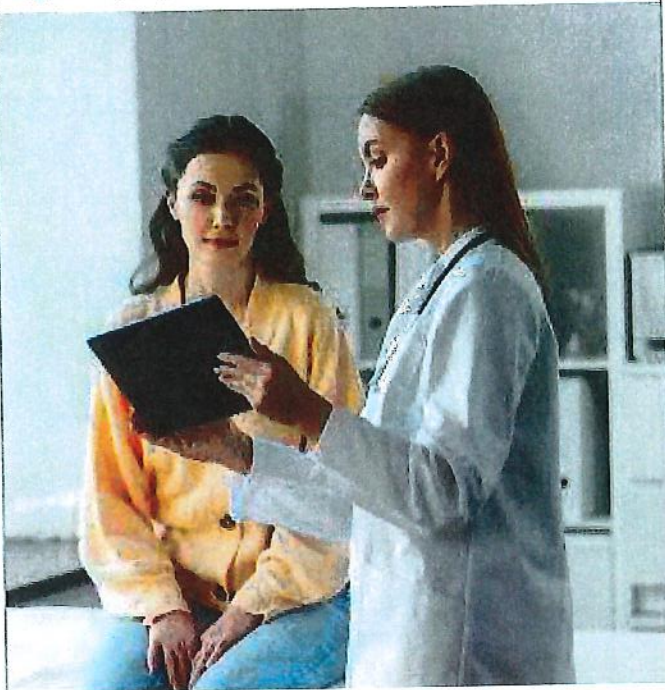


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If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

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If your personal information was impacted by a cybersecurity incident that Great Valley Cardiology initially disclosed on or around June 2023, a proposed class action settlement may affect your rights.

— EXHIBIT C —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Lackawanna County Court of Common Pleas
Ayala v. Commonwealth Health Physician Network, et al.
Docket No. 2023-CV-3008

**IF YOUR PERSONAL INFORMATION WAS IMPACTED BY
A CYBERSECURITY INDICENT THAT GREAT VALLEY
CARDIOLOGY INITIALLY DISCLOSED ON OR AROUND
JUNE 2023, A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR LEGAL RIGHTS**

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

- A Settlement has been reached with Commonwealth Health Physician Network, doing business as Great Valley Cardiology, and Scranton Cardiovascular Physician Services, LLC. ("GVC" or "Defendant") in a class action lawsuit about a cybersecurity incident that was disclosed on or around June 2023 ("Data Breach").
- The lawsuit is captioned *Ayala v. Commonwealth Health Physician Network, et al.*, Docket No. 2023-CV-3008 (the "Action"), pending in the Lackawanna County Court of Common Pleas. GVC denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit but has agreed to a settlement to avoid the costs and risks associated with continuing this case.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is an individual who resides in the United States whose Personal Information was compromised in the Data Breach experienced by GVC between February 2 and April 3, 2023, and disclosed publicly in June 2023.
- Your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.GVCDDataSettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	September 9, 2024.
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense.	August 7, 2024
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for benefits.	August 7, 2024
DO NOTHING	Unless you opt out of the settlement, you are part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

<u>BASIC INFORMATION</u>	3
<u>WHO IS IN THE SETTLEMENT</u>	4
<u>THE SETTLEMENT BENEFITS</u>	4
<u>HOW TO GET A PAYMENT—MAKING A CLAIM</u>	5
<u>THE LAWYERS REPRESENTING YOU</u>	6
<u>OPTING OUT OF THE SETTLEMENT</u>	7
<u>COMMENTING ON OR OBJECTING TO THE SETTLEMENT</u>	7
<u>THE COURT’S FINAL APPROVAL HEARING</u>	9
<u>IF I DO NOTHING</u>	9
<u>GETTING MORE INFORMATION</u>	9

BASIC INFORMATION

1. Why was this Notice issued?

A state court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Civil Trial Division of the Lackawanna County Court of Common Pleas is overseeing this class action. The lawsuit is captioned *Ayala v. Commonwealth Health Physician Network, et al.*, Docket No. 2023-CV-3008. The person that filed this lawsuit is called the “Plaintiff” and the company she sued is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that personal information was impacted by the cybersecurity incident that GVC initially disclosed on or around June 2023 (“Data Breach”).

3. What is a class action?

In a class action, one or more individuals represent other people with similar claims. These individuals are known as “Class Representatives.” Together, the people included in the class action are called a “class” or “class members.” One court resolves the lawsuit for all settlement class members, except for those who opt out from a settlement. In this Settlement, the Class Representatives are Yvonne Ayala

Mary Allabaugh, Robert Maziarz, Colleen Maziarz, Timothy Ferguson, Mary Counterman, Rita Boccadori, Michelle Jarrow, Robert Schulte, Edward Barth, Nicholas Gabello, and Marie Gabello.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. Plaintiff and the Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to receive payments. The Plaintiff and her attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all natural persons whose Personal Information was potentially compromised in the Data Breach and who were sent the Notice of Data Privacy Incident on or around June 2023.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) GVC and its related entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) the successors or assigns of any such excluded natural person.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing or writing to Settlement Administrator at:

info@GVCDDataSettlement.com

Great Valley Cardiology Data Breach Settlement, c/o Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

You may also view the Settlement Agreement and Release ("Settlement Agreement") at www.GVCDDataSettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, GVC will create a Settlement Fund consisting of \$2,000,000.00 to be used to pay valid and timely claims for Documented Loss Payments, Alternative Cash Fund Payments, and Credit Monitoring and Insurance Services (“CMIS”), explained below.

8. How much will my payment be?

Payments will vary - Settlement Class Members may submit a claim form for: (1) Documented Loss Payments – up to a total of \$5,000 per claimant, to include reimbursement for time spent remediating issues related to the Data Breach at \$25 per hour for up to six hours (for a total of \$150 and subject to the \$5,000 cap for Documented Loss Payments); *or* (2) a *pro rata* Settlement Payment in cash (“Cash Fund Payment”). In addition, Settlement Class Members may elect to claim two years of CMIS.

Documented Loss Payment: Documented Losses must generally be supported with documentation and: (1) The loss is an actual, documented, and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse; (2) the loss was more likely than not caused by the Data Breach; and (3) the loss occurred between February 2, 2023 and April 17, 2024. Class Members may also submit for reimbursement for time spent remediating issues related to the Data Breach for up to six (6) total hours at a rate of \$25. No documentation need be submitted in connection with lost-time, but Settlement Class Members must attest that the time claimed was actually spent as a result of the Data Breach.

Cash Fund Payment: In the alternative to claiming Documented Losses, Settlement Class Members can make a claim to receive a *pro rata* Cash Fund Payment.

Credit Monitoring Services. In addition to making a claim for either a Documented Loss Payment or a Cash Fund Payment, Settlement Class Members also may make a claim to receive two (2) years of credit monitoring and identity theft protection services with \$1 million in insurance by choosing this benefit on this Claim Form.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The “Release” section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at www.GVCDataSettlement.com.

HOW TO GET A PAYMENT - MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

You may file a claim if your Personal Information was potentially compromised in the Data Breach, and you were sent the Notice of Data Privacy Incident on or around June 2023.

Claim Forms may be submitted online at www.GVCDDataSettlement.com or printed from the website and mailed to the Settlement Administrator at: *Great Valley Cardiology Data Breach Settlement*, c/o Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

You may also contact the Settlement Administrator to request a Claim Form by telephone 1-844-990-3711, by email info@GVCDDataSettlement.com, or by U.S. mail at the address above.

11. What is the deadline for submitting a claim?

If you submit a claim by U.S. mail, the completed and signed Claim Form must be postmarked by **September 9, 2024**. If submitting a Claim Form online, you must do so by **September 9, 2024**.

12. When will I get my payment?

The Court is scheduled to hold a final approval hearing on **October 29, 2024** to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a Service Award to each Class Representative who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes, the Court appointed the law firm of Morgan & Morgan to represent you and other members of the Settlement Class ("Settlement Class Counsel"). You will not be charged directly for these lawyers; instead, they will receive compensation from GVC (subject to Court approval). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by GVC out of the Settlement Fund. GVC has agreed not to oppose Settlement Class Counsel's request for an award of attorneys' fees and costs not to exceed \$666,666.00.

Settlement Class Counsel will also seek a service award payment for the Class Representatives in recognition for their contributions to this Action. GVC has agreed not to oppose Settlement Class Counsel's request for service awards not to exceed \$1,500.00 per representative.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is **August 7, 2024**.

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the following information:

- your full name;
- current address and telephone number;
- personal signature; and
- the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the Settlement at the top of the communication.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **August 7, 2024**

Great Valley Cardiology Data Breach Settlement Administrator
ATTN: Exclusion Request
P.O. Box 3298
Baton Rouge, LA 70821

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive a payment or any other benefits under the Settlement if you exclude yourself. You may only exclude yourself – not any other person.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must clearly: (a) identify the case name and number; (b) state the Class Member's full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes themselves to be a member of the Settlement Class; (d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach); (e) identify the specific grounds for the objection; (f) identify whether the objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) include a list of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with above 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.

Objections must be submitted to the Settlement Administrator and Settlement Class Counsel no later than **August 7, 2024**.

Great Valley Cardiology Data Breach Settlement Administrator
ATTN: Exclusion Request
P.O. Box 3298
Baton Rouge, LA 70821

and

MORGAN & MORGAN COMPLEX LITIGATION GROUP
ATTN: Jean S. Martin and Francesca K. Burne
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the

Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a final approval hearing on **October 29, 2024 at 9:00 a.m. E.T.**, at the Lackawanna County Courthouse, 200 N. Washington Ave, Scranton, PA 18503, to decide whether to approve the Settlement, how much attorneys' fees and costs to award to Settlement Class Counsel for representing the Settlement Class, and whether to award a service award payment to each Class Representative who brought this Action on behalf of the Settlement Class. If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.GVCDDataSettlement.com for updates.

20. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

IF I DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.GVCDDataSettlement.com.

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: info@GVCDataSettlement.com

Toll-Free: 1-844-990-3711

Mail: GVC Data Breach Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Lackawanna County Court of Common Pleas or by reviewing the Court's online docket.

PLEASE DO NOT CONTACT THE COURT OR GVC

— EXHIBIT D —

Great Valley Cardiology Data Breach Settlement Administrator
P.O. Box 3298
Baton Rouge, LA 70821

**Your Claim Form Must Be Submitted Online
or Postmarked By September 9, 2024**

Ayala v. Commonwealth Health Physician Network, et. al.

Lackawanna County Court of Common Pleas, Docket No. 2023-CV-3008

CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual whose Personal Information was potentially compromised in the Data Breach experienced by GVC between February 2 and April 3, 2023, and who were sent the Notice of Data Privacy Incident on or around June 2023.

Settlement Class Members may submit a claim form for: (1) Documented Losses – up to a total of \$5,000 per claimant; or (2) a pro rata Settlement Payment in cash. Settlement Class Members may also elect to claim two years of credit monitoring and insurance services ("CMIS").

Documented Loss Payment: Claims under this category must be supported with documentation and: 1) The loss is an actual, documented, and unreimbursed monetary loss arising from identity theft, fraud, or similar misuse; (2) the loss was more likely than not caused by the Data Breach; and (3) the loss occurred between February 2, 2023 and April 17, 2024. As part of a Documented Loss Payment Claim, Class Members may submit for reimbursement for time spent remedying issues related to the Data Breach for up to six (6) total hours at a rate of \$25 (for a total of \$150). No documentation need be submitted in connection with lost-time claims, but Settlement Class Members must attest that the time claimed was actually spent as a result of the Data Breach.

Cash Fund Payment: In the alternative to claiming Documented Losses, Settlement Class Members may elect to receive a *pro rata* share of the Settlement Fund.

Credit Monitoring and Insurance Services ("CMIS"). Settlement Class Members shall have the ability to make a claim for 2 years of credit monitoring and identity theft protection services with \$1 million in insurance by choosing this benefit on this Claim Form.

This Claim Form may be submitted electronically via the Settlement Website at www.GVCDataSettlement.com or completed and mailed, including any supporting documentation, to: Great Valley Cardiology Data Breach Settlement Administrator, P.O. Box 3298, Baton Rouge, LA 70821.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name*

Last Name*

Mailing Address: Street Address/P.O. Box (Include Apartment/Suite/Floor Number)*

City*

State*

Zip Code*

Email Address*

Telephone Number*

Notice ID, if known*

II. DOCUMENTED LOSSES PAYMENT

- ☐ Check this box if you are requesting compensation for Documented Losses up to a total of \$5,000.

*You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.

Complete the chart below describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
Example: Receipts for credit repair services	\$100
TOTAL AMOUNT CLAIMED:	

- ☐ Lost Time. Check this box if you spent time monitoring accounts or otherwise dealing with issues related to the Security Incident.

You can submit a claim for reimbursement of \$25 per hour up to 6 hours (for a total of \$150, subject to the \$5,000 cap for Documented Losses). By checking this box, you are attesting that the activities you performed were related to the Data Breach.

Indicate the number of hours spent:

☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours ☐ 5 Hours ☐ 6 Hours

III. CASH FUND PAYMENT

- ☐ Check this box if you are requesting a *pro rata* cash payment from the Settlement Fund in the alternative to claiming Documented Losses.

IV. CREDIT MONITORING AND INSURANCE SERVICES

- ☐ Check this box if you wish to enroll in credit monitoring and insurance services for 2 years, which includes credit monitoring through all three national credit reporting bureaus with at least \$1,000,000 in identity theft insurance. You may select this benefit in addition to selecting either a Documented Losses Payment or a Cash Fund Payment.

V. PAYMENT SELECTION

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

- ☐ PayPal

PayPal Account Email Address or Phone Number

- ☐ Venmo

Venmo Account Email Address or Phone Number

- ☐ Zelle

Zelle Account Email Address or Phone Number

- ☐ E-MasterCard

Your Current Email Address

- ☐ Physical Check: Payment will be mailed to the address provided in Section I above.

VI. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

— EXHIBIT E —

Exclusion Requests

Ayala v. Commonwealth Health Physician Network, et al., Docket No. 2023-CV-3008

Count	First Name	Last Name	State	Submission Date
1	Michael	Foley	PA	6/26/2024
2	John	Tutka	PA	7/1/2024
3	Sandy	Regan	PA	7/15/2024
4	Clifford	Regan	PA	7/15/2024
5	Donna	Notari	PA	8/1/2024
6	Kenneth	Notari	PA	8/1/2024

**IN THE FORTY-FIFTH DISTRICT OF PENNSYLVANIA
LACKAWANNA COUNTY COURT OF COMMON PLEAS—CIVIL TRIAL DIVISION**

YVONNE AYALA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

COMMONWEALTH HEALTH
PHYSICIAN NETWORK, et. al,

Defendants.

COURT OF COMMON PLEAS
LACKAWANNA COUNTY, PA

No. 2023-cv-3008

**[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

Upon consideration of Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Awards, it is hereby ORDERED, ADJUDGED, and DECREED that said Motion is GRANTED.

The Court awards Class Counsel \$666,666.67 in total for attorneys' fees and \$7,462.74 in reasonable costs and expenses.

The Court grants Class Counsel's request for Service Awards in the amount of \$1,500 each to Class Representatives Yvonne Ayala, Mary Allabaugh, Robert Maziarz, Colleen Maziarz, Timothy Ferguson, Mary Counterman, Rita Boccadori, Michelle Jarrow, Robert Schulte, Edward Barth, Nicholas Gabello, and Marie Gabello.

IT IS SO ORDERED this _____ day of _____, 2024.

**IN THE FORTY-FIFTH DISTRICT OF PENNSYLVANIA
LACKAWANNA COUNTY COURT OF COMMON PLEAS—CIVIL TRIAL DIVISION**

YVONNE AYALA, individually and on behalf of all others similarly situated, Plaintiff, v. COMMONWEALTH HEALTH PHYSICIAN NETWORK, et. al, Defendants.	COURT OF COMMON PLEAS LACKAWANNA COUNTY, PA No. 2023-cv-3008
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**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT
GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

This matter came before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and entry of final judgment ("Motion").

On May 7, 2024, the Court entered an Order preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement and directing that notice be given to the Settlement Class.

On June 7, 2024, pursuant to the notice requirements set forth in the Settlement Agreement and the Order Preliminarily Approving the Settlement and Directing Notice to the Settlement Class, 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.

On October 29, 2024, 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. Prior to the Final Approval Hearing, a

declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys' fees and costs to Class Counsel, and the payment of Service Awards to the Class Representatives;

Having given an opportunity to be heard to all requesting persons in accordance with the Order Preliminarily Approving the Settlement and Directing Notice to the Settlement Class, having heard the presentation of 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 Class Counsel for attorneys' fees and costs and expenses, and the application for Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. The Court finds, for settlement purposes only, that the factors delineated in Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709 are present and that certification of the proposed Settlement Class¹ is appropriate under Rule 1710. The Court, therefore, certifies the following Settlement Class:

All natural persons whose Personal Information was potentially compromised in the Data Breach and who were sent the Notice of Data Privacy Incident on or around June 2023.

¹ The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be indicated.

Excluded from the Class are 1) this Court and members of their immediate families and their staff; (2) GVC, its subsidiaries, parent companies, successors, predecessors, and any entity in which GVC or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

2. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under Pennsylvania Rules of Civil Procedure 1702, 1708, and 1709:

- a. the proposed Settlement Class is easily identifiable and so numerous that joinder of all members of the class is impracticable;
- b. there are questions of law and/or fact common to the proposed Settlement Class;
- c. the Class Representatives' claims are typical of the claims of the members of the proposed Settlement Class;
- d. the Class Representatives will fairly and adequately represent the interests of the members of the proposed Settlement Class;
- e. common issues will likely predominate over individual issues; and
- f. Class Counsel are qualified to serve as counsel the proposed Settlement Class.

3. The Court appoints Mary Allabaugh, Robert Maziarz, Colleen Maziarz, Timothy Ferguson, Mary Counterman, Rita Boccadori, Michelle Jarrow, Robert Schulte, Edward Barth, Nicholas Gabello, and Marie Gabello as Class Representatives for the proposed Settlement Class. The Court finds that the Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and will be adequate Settlement Class Representatives.

4. The Court finds that the following counsel are experienced and adequate counsel and are hereby designated as Class Counsel:

Jean S. Martin
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Tel: (813) 223-5505
jeanmartin@forthepeople.com

Francesca K. Burne
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
Tel: (813) 223-5505
fburne@forthepeople.com

5. The Court approves the Settlement as fair, reasonable, and adequate and accordingly the Settlement is finally approved. The Court finds the Settlement was reached in the absence of collusion, is the product of informed, good-faith, arms' length negotiations between the Parties and their capable and experienced counsel and was reached with the assistance of a well-qualified and experienced mediator.

6. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

7. The Court has considered all objections to the Settlement, including the objection of one class member. The Court finds this objection does not counsel against Settlement approval, and the objection is hereby overruled in all respects. All persons who have not made their objections to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

8. The Settlement Class, which is bound by this Final Approval Order and Judgment, includes all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class. A list of those putative Settlement Class Members who have timely elected to opt out of the Settlement and the Settlement Class, and who therefore are not

bound by the Settlement, this Order and the Judgment to be entered hereon, has been submitted to the Court in the Declaration of Brandon Schwartz, filed in advance of the Final Approval hearing.

9. All Settlement Class Members (as permanently certified below) shall be subject to all of the provisions of the Settlement, this Order and the Final Judgment to be entered hereon. Upon the Effective Date, members of the Settlement Class who did not validly and timely exclude themselves from the Settlement Class shall, by operation of this Final Approval Order, have fully, finally, forever, and irrevocably released, relinquished and discharged Defendant from all claims that were or could have been asserted in the Action, as specified in the Settlement Agreement. All such Settlement Class Members shall be bound by the terms of the Settlement Agreement upon entry of this final approval order.

10. Notwithstanding the certification of the foregoing Settlement Class and appointment of the Class Representatives for purposes of effecting the Settlement, if this Order is reversed on appeal or the Settlement is terminated or is not consummated for any reason, the foregoing certification of the Settlement Class and appointment of the Class Representatives shall be void and of no further effect, and the parties to the proposed Settlement shall be returned to the status each occupied before entry of this Order without prejudice to any legal argument that any of the parties to the Settlement might have asserted but for the Settlement.

11. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of

law, including, but not limited to, Pennsylvania Rule of Civil Procedure 1712 and constitutional due process requirements.

12. 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.

13. Upon the Effective Date, Class Representatives and Settlement Class Members shall be hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement and this Order, or seeking any award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Litigation and/or as a result of or in addition to those provided by the Settlement Agreement. In addition, Plaintiff and each Settlement Class Member are hereby enjoined from asserting as a defense, including as a setoff or for any other purpose, any argument that if raised as an independent claim would be a Released Claim.

14. Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all released claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representatives, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the released claims is asserted.

15. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class

Plaintiff, each and all of the Settlement Class Members, Settlement Class Counsel, of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendant may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

16. The terms of the Settlement Agreement, this Final Approval Order and the Judgment to be entered hereon shall have maximum res judicata, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorney's fees, costs, interest or expenses which were or could have been asserted in the Litigation or are in any way related to the Data Breach at issue in the Litigation.

17. This Final Approval Order and Judgment, the Settlement Agreement, the Settlement which it reflects and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any fault, wrongdoing, or liability on the part of Defendant or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Litigation. This Order and Judgment, the Settlement or any such communications shall not be offered or received in evidence in any action or proceeding, or 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, this Order and Judgment may be filed in any action by Defendant or Settlement Class Members seeking to enforce the Settlement or the Judgment by injunctive or

other relief, or to assert defenses including, but not limited to, res judicata, collateral estoppel, release, good faith settlement, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. The Settlement's terms shall be forever binding on, and shall have res judicata and preclusive effect in, all pending and future lawsuits or other proceedings as to released claims and other prohibitions set forth in this Order that are maintained by, or on behalf of, the Settlement Class Members or any other person subject to the provisions of this Order.

19. This case is hereby dismissed in its entirety with prejudice. Except as otherwise provided in this Court's orders, the parties shall bear their own costs and attorney's fees. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court reserves jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and Settlement.

IT IS SO ORDERED this _____ day of _____, 2024.
