

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA

DEAN AMBOSIE, JENNA BALSAMELLO,
NICHOLE DUDEN, MACKENZIE
PAWELZIK, and VINCENT ABBOTT,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

WILKES UNIVERSITY,

Defendant.

CIVIL DIVISION

No. 2025-12631

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, Dean Ambosie, Jenna Balsamello, Nichole Duden, Mackenzie Pawelzik, and Vincent Abbott, on behalf of themselves and the Settlement Class, and Defendant, Wilkes University, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

RECITALS

WHEREAS, Defendant is a private university in Wilkes-Barre, Pennsylvania.

WHEREAS, Plaintiffs allege that, as a pre-condition of applying to, enrolling in, receiving employment from, or receiving services from Defendant, Defendant collects, maintains, and stores the personal and sensitive information belonging to Settlement Class Members.

WHEREAS, on or around September 22, 2025, Defendant discovered a cybersecurity incident wherein a third party allegedly gained unauthorized access to certain networks Defendant

¹ All capitalized terms herein shall have the same meanings as those defined in Section I below.

uses to maintain and store data, and allegedly gained access to the PHI/PII belonging to approximately 27,632 individuals. The allegedly impacted information included names, addresses, dates of birth, student ID numbers, Social Security numbers, driver's license numbers, state identification numbers, financial account numbers, financial aid information, health insurance policy numbers, and medical alert information.

WHEREAS, on or about October 8, 2025, Defendant began sending letters notifying the individuals whose PHI/PII may have been impacted in the Data Breach.

WHEREAS, on October 15, 2026, respectively, Autumn Bullek (the "Federal Plaintiff") filed a complaint against Defendant in the United States District Court for the Middle District of Pennsylvania arising from the Data Breach.

WHEREAS, on November 20, 2025, Plaintiffs Dean Ambosie, Jenna Balsamello, Nichole Duden, Mackenzie Pawelzik, and Vincent Abbott filed a complaint against Defendant in the Court of Common Pleas of Luzerne County, Pennsylvania, relating to the Data Breach.

WHEREAS, following the filing of the federal and state court actions, counsel for Plaintiffs and counsel for Federal Plaintiff conferred and coordinated their litigation efforts, which included, *inter alia*, the dismissal of the Federal Plaintiff's complaint.

WHEREAS, in an effort to conserve resources for the benefit of those impacted in the Data Breach, the Parties began discussing settlement.

WHEREAS, on March 4, 2026, the Parties engaged in an online mediation session with Benjamin Nicolosi, a Civil Mediation Officer of Luzerne County, to attempt to resolve the Action.

WHEREAS, in advance of the mediation, the Parties exchanged informal discovery including information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Data Breach, and the specific type of

information potentially accessed.

WHEREAS, throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement.

WHEREAS, during mediation, following extensive, arms-length negotiations, the Parties reached an agreement in principle to settle all claims on a class-wide basis.

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

I. Definitions

1. “**Action**” means the class action lawsuit entitled: *Ambosie, et al. v. Wilkes University*; Case No. 2025-12631 and pending in the Court of Common Pleas of Luzerne County, Pennsylvania.

2. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between the Plaintiffs and Defendant.

3. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

4. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who submit a Claim for any of the following: Cash Payment A – Documented Losses and Cash Payment B – Cash Payment, under Section III herein.

5. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement. All Settlement Class Members may elect Cash Payment A, and may additionally elect Cash Payment B.

6. “**Cash Payment B – Flat Cash Payment**” means the flat cash payment in the amount of \$70.00 that Settlement Class Members may elect under the Settlement.

7. “**Claim**” means the submission of a Claim Form by a Claimant.

8. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

9. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

10. “**Claim Form Deadline**” is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment, and shall be 90 days after the Notice Deadline.

11. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

12. “**Class Counsel**” means: Leanna A. Loginov of Shamis & Gentile, P.A., Kenneth J. Grunfeld of Kopelowitz Ostrow, P.A., and Gerald D. Wells, III of Lynch Carpenter LLP.

13. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by the Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names and current addresses.

14. “**Class Representatives**” means those Plaintiffs the Court approves as representatives of the Settlement Class.

15. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on November 20, 2025.

16. “**Court**” means the Court of Common Pleas of Luzerne County, Pennsylvania, and the Judge(s) assigned to the Action.

17. “**Credit Monitoring**” means the three-year membership of single-bureau credit monitoring that Settlement Class Members may enroll in under the Settlement.

18. “**Data Breach**” means the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s PHI/PII that Defendant experienced between January 25, 2025, and January 26, 2025, for which Defendant began notifying individuals in October of 2025.

19. “**Defendant**” means Wilkes University, the defendant in the Action.

20. “**Defendant’s Counsel**” means Luke A. Davis and Christopher G. Dean of McDonald Hopkins LLC.

21. “**Effective Date**” means the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

22. “**Federal Plaintiff**” means Autumn Bullek.

23. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

24. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

25. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties.

26. “**Long Form Notice**” means the long form notice of the Settlement, substantially

in the form attached hereto as *Exhibit 3* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

27. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

28. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

29. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, which are to include a QR code.

30. “**Notice Deadline**” means the deadline by which the Notice Program will commence, which shall be 30 days after entry of the Preliminary Approval Order.

31. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

32. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

33. “**Objection Deadline**” means 60 days after the Notice Deadline.

34. “**Opt-Out Deadline**” means 60 days after the Notice Deadline.

35. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

36. “**Plaintiffs**” means Dean Ambosie, Jenna Balsamello, Nichole Duden, Mackenzie Pawelzik, and Vincent Abbott.

37. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

38. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

39. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

40. “**PHI/PII**” means one or more of the following: names, addresses, dates of birth, student ID numbers, Social Security numbers, driver’s license numbers, state identification numbers, financial account numbers, financial aid information, health insurance policy numbers, and/or medical alert information.

41. “**Releases**” means the releases and waiver set forth in Section X of this Agreement.

42. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach.

42. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and each of their respective past, present,

and future direct and indirect assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, trustees, and attorneys.

43. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

44. “**Service Awards**” means the payment the Court may award Plaintiffs and Federal Plaintiff for serving as Class Representatives or named plaintiffs in their initial complaints filed against Defendant. The Service Award shall be in addition to any Settlement Class Member Benefit due to Plaintiffs or Federal Plaintiff as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

45. “**Settlement Administrator**” means RG/2 Claims Administration, LLC the third-party notice and claims administrator jointly selected by the Parties.

46. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

47. “**Settlement Class**” means all individuals within the United States whose PHI/PII was accessed in the Data Breach.

48. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

49. “**Settlement Class Member Benefits**” means the Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

50. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval; provided, however, the claim portal shall be closed on the Claim Form Deadline

51. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

II. Certification of the Settlement Class

52. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such

Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or the Agreement is terminated for any reason, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

III. Settlement Consideration

53. Defendant has agreed to provide the following benefits for Class Members: (a) up to \$5,000.00 per Settlement Class Member under Cash Payment A – Documented Losses; and (b) a flat cash payment in the amount of \$70.00 per Settlement Class Member under Cash Payment B – Flat Cash Payment. Defendant has also agreed to pay for Settlement Administration Costs, Court-approved Service Awards of up to \$2,500.00 to each Plaintiff, Court-approved Service Awards of up to \$1,000.00 to the Federal Plaintiff, and Court-approved attorneys’ fees and costs of up to \$300,000.00.

54. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments payable from the Defendant. When submitting a Valid Claim, Settlement Class Members may elect Cash Payment A – Documented Losses and Cash Payment B – Flat Cash Payment. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of proper documented losses for fraud and identity theft reasonably traceable to the Data Breach. To receive a documented loss

payment, a Settlement Class Member must elect Claim A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit proper documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not, without more, constitute reasonable documentation but may be included to provide clarification, context, or support for other third-party reasonable documentation submitted with the Claim. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit proper documentation supporting a documented loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

b. Cash Payment B – Flat Cash Payment

In addition or in the alternative to Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment in the amount of \$70.00.

c. Credit Monitoring

In addition to Cash Payment A and Cash Payment B described above, all Settlement Class Members shall be offered the opportunity to enroll in three-year membership of single-bureau

credit monitoring.

IV. Settlement Approval

55. Within 10 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Leanna A. Loginov, Kenneth J. Grunfeld, Gerald D. Wells, III as Class Counsel; (7) appoint the Plaintiffs as the Class Representatives; (8) appoint RG/2 Claims Administration, LLC as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

V. Settlement Administrator

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

57. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement

Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

58. The Settlement Administrator's duties include:
- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
 - b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
 - c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
 - d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
 - e. Responding to any mailed Settlement Class Member inquiries;
 - f. Processing all opt-out requests from the Settlement Class;
 - g. Providing weekly reports to Class Counsel and Defendant's Counsel that

summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VI. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

59. Defendant will make available to the Settlement Administrator the Class List no later than five business days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

60. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

61. Settlement Class Members shall be sent a Postcard Notice.

62. Once the Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 30 days before the Claim Form Deadline, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

63. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; a QR code; the Claim Form Deadline; the last day of the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and

Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

65. The Long Form Notice also shall include a procedure for Settlement Class Members to opt out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

66. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form

Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

67. For an objection to be considered by the Court, the objection must also set forth:
 - a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs,

and Service Award;

- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VII. Claim Form Process and Disbursement of Cash Payments

68. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

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

Form.

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

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

72. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

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

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

- a. failure to fully complete and/or sign the Claim Form;
- b. illegible Claim Form;
- c. the Claim Form is fraudulent;
- d. the Claim Form is duplicative of another Claim Form;
- e. the Claimant is not a Settlement Class Member;

- f. the Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. the person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. the Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

76. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the

decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

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

78. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 35 days of the invoice.

79. No later than 15 days from the receipt of the payment described in the preceding paragraph, the Settlement Administrator shall distribute the Cash Payments.

80. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Paper checks must be negotiated within 90 days of issuance. Any paper check that is not negotiated within 90 days of issuance shall be void, and the funds represented by such check shall revert to the payer. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the issue using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant or other

payer, and the Settlement Class Member shall forfeit their right to the funds.

VIII. Final Approval Order and Final Judgment

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

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

- a. determine that the Settlement is fair, adequate and reasonable;
- b. finally certify the Settlement Class for settlement purposes only;
- c. determine that the Notice Program satisfies Due Process requirements;
- d. bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. release Defendant and the other Released Parties from the Released Claims; and

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

IX. Service Awards, Attorneys' Fees, and Costs

83. ***Service Awards.*** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,500.00 each for Plaintiffs and up to \$1,000.00 each for the Federal Plaintiff, subject to Court approval. Defendant takes no position on the request for Service Awards in these amounts. The Service Awards are to be paid inclusive of any other sums agreed to under this Settlement. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within fifteen (15) days of the Effective Date.

84. ***Attorneys' Fees and Costs.*** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$300,000.00, which are to be paid inclusive of any other sums agreed to under this Settlement Agreement. Defendant takes no position on the request for an award of attorneys' fees and costs in this amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by wire transfer to an account designated by Class Counsel within fifteen (15) days of the Effective Date.

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

X. Releases

86. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Breach that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

87. Settlement Class Members who opt out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any

Settlement Class Member Benefit, under the Settlement.

88. Except as to otherwise enforce any provision of this Settlement Agreement, upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XI. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. the Court has entered the Preliminary Approval Order;
- c. the Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. the Effective Date has occurred.

90. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated. Notwithstanding the foregoing, Defendant shall have the right, in its sole discretion, to terminate this Agreement in the event that more than two percent (2%) of Settlement Class Members submit timely and valid requests to opt out of the Settlement Class. Defendant must exercise this right, if at all, by providing

written notice to Class Counsel within 10 days after the Opt-Out Deadline.

91. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XII. Effect of Termination

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

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

XIII. No Admission of Liability

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

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

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

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

97. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of

any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XIV. Miscellaneous Provisions

99. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms.

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

101. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

103. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

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

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

107. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

108. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

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

If to Plaintiffs or Class Counsel:

Leanna A. Loginov
Shamis & Gentile, P.A.
14 NE 1st Ave, Suite 705
Miami, FL 33132
lloginov@shamisgentile.com

Kenneth J. Grunfeld
Kopelowitz Ostrow, P.A.
65 Overhill Road
Bala Cynwyd, PA 19004

grunfeld@kolawyers.com

Gerald D. Wells, III
Lynch Carpenter LLP
1760 Market Street, Suite 600
Philadelphia, PA 19103
jerry@lcllp.com

If to Defendant or Defendant's Counsel:

Christopher G. Dean
McDonald Hopkins LLC
600 Superior Avenue, Suite 2100
Cleveland, OH 44114
cdean@mcdonaldhopkins.com

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

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

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

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

of this Agreement.

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

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


115. ***Limitation of Liability.*** Defendant and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to: (a) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in

connection with the administration of the Settlement or otherwise; (b) the management, investment or distribution of the Claim payments once such payments are funded to the Settlement Administrator; (c) the formulation, design, or terms of the disbursement of the Claim payments once such payments are funded to the Settlement Administrator; (d) the determination, administration, calculation, or payment of any Claims assessed by the Settlement Administrator in connection with this Settlement; or (e) the filing of any returns or the payment or withholding of any taxes, expenses, and/or costs incurred by any Releasing Party in connection with the taxation of the payments Defendant makes or the Settlement Administrator distributes pursuant to this Agreement. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid or unpaid under the Settlement Agreement.

116. ***Third Party Creditors.*** In the event a third party, including but not limited to a bankruptcy trustee or former spouse, has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

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

PLAINTIFFS



DEAN AMBOSIE

JENNA BALSAMELLO

NICHOLE DUDEN

MACKENZIE PAWELZIK

VINCENT ABBOTT

AUTUMN BULLEK

CLASS COUNSEL



LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

KENNETH J. GRUNFELD
KOPELOWITZ OSTROW, P.A.

PLAINTIFFS

DEAN AMBOSIE

JENNA BALSAMELLO


Nichole Lee Duden (Apr 17, 2026 11:32:22 EDT)
NICHOLE DUDEN

MACKENZIE PAWELZIK

VINCENT ABBOTT

AUTUMN BULLEK

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KOPELOWITZ OSTROW, P.A.

PLAINTIFFS

DEAN AMBOSIE

JENNA BALSAMELLO

NICHOLE DUDEN


Mackenzie Pawelzik (Apr 20, 2026 13:15:23 EDT)
MACKENZIE PAWELZIK

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AUTUMN BULLEK

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LEANNA A. LOGINOV
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KENNETH J. GRUNFELD
KOPELOWITZ OSTROW, P.A.

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PLAINTIFFS

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JENNA BALSAMELLO

NICHOLE DUDEN

MACKENZIE PAWELZIK



VINCENT ABBOTT

AUTUMN BULLEK

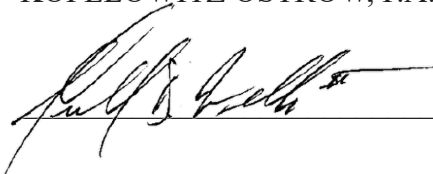
CLASS COUNSEL

LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

Ken Grunfeld

Ken Grunfeld (Apr 20, 2026 13:18:37 EDT)

KENNETH J. GRUNFELD
KOPELOWITZ OSTROW, P.A.



GERALD D. WELLS, III
LYNCH CARPENTER LLP

DEFENDANT

Signed by:



By: Greg Cant

Its President

COUNSEL FOR DEFENDANT



CHRISTOPHER G. DEAN
MCDONALD HOPKINS LLC

— EXHIBIT 1 —

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

CLAIM FORM

Dean Ambosie, et al v. Wilkes University

No. 2025-12631

Court of Common Pleas of Luzerne County, Pennsylvania

GENERAL INSTRUCTIONS

You are a Settlement Class Member if your Protected Health Information or Personally Identifiable Information (“Private Information”) was accessed in the Data Breach announced by Defendant Wilkes University (“Defendant”) on October 8, 2025.

You may submit a claim for settlement benefits, outlined below. You are eligible for monetary recovery in this settlement if you submit a valid and approved claim in the settlement of *Dean Ambosie, et al v. Wilkes University*, Case No. 2025-12631 (the “Action”), filed in the Court of Common Pleas of Luzerne County, Pennsylvania. Please refer to the Long-Form Notice posted on the Settlement Website www.XXXXXXXXXX.com for more information on submitting a Claim Form.

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

Wilkes University Settlement

c/o RG/2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

The unique Class Member ID and PIN that were printed on the Notice you received will be required to access the online and paper claim forms. The deadline to submit online or mail a Claim is **[Claim Form Deadline]**.

You may submit a claim for the following benefits:

- 1) **Cash Payment A – Documented Losses:** Settlement Class Members may submit a claim for a Cash Payment of up to \$5,000.00 per Settlement Class Member upon presentment of proper documented losses for fraud and identity theft reasonably traceable to the Data Breach. To receive reimbursement for these losses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation to the Settlement Administrator. That means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not, without more, constitute reasonable documentation but may be included to provide clarification, context, or support for other third-party reasonable documentation submitted with the Claim.
- 2) **Cash Payment B – Flat Cash Payment:** Settlement Class Members may make a claim for a flat cash payment of \$70.00 without the need to document losses incurred as a result of the Data Breach.
- 3) **Credit Monitoring:** Settlement Class Members may elect to receive three (3) years of single-bureau Credit Monitoring.

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 Claim Form.

Name _____

Address 1 _____

Address 2 _____

City _____ State _____ Zip Code _____

_____ @ _____
Email Address (*Required if requesting electronic payment*)

Telephone Number: (_____) _____ - _____

II. CLASS MEMBERSHIP

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

Enter the Class Member ID provided on your Notice: _____

III. CASH PAYMENT A - DOCUMENTED LOSSES

Settlement Class Members may submit a claim for up to \$5,000 of documented losses related to the Data Breach. Documentation of such losses may include, without limitation, the following: (i) telephone records; (ii) correspondence including emails; (iii) receipts.

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

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

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

IV. CASH PAYMENT B – FLAT CASH PAYMENT

All Settlement Class Members may make a claim for a flat cash payment in the amount of \$70 without the need to document losses incurred as a result of the Data Breach.

Check this box to request a Flat Cash Payment.

V. CREDIT MONITORING

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

Check this box to request Credit Monitoring.

VI. PAYMENT SELECTION

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

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

VII. ATTESTATION & SIGNATURE

By signing my name below, I swear and affirm under penalty of perjury that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

Signature

____ / ____ / ____
Date

Print Name

— EXHIBIT 2 —

Legal Notice

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

DEAN AMBOSIE, ET AL.

V.

WILKES UNIVERSITY

CASE NO. 2025-CV-12631

**If your private information was potentially compromised
as a result of a Data Breach announced by
Wilkes University on October 8, 2025, you may be eligible
for a payment from a class action settlement**

Learn More At:

www.XXXXXXXXXXX.com

[Bar Code]

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

Postal Service: Please do not mark barcode

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

Class Member ID: -----

Pin: -----

A proposed Settlement has been reached with Wilkes University (“Defendant”) for claims arising out of a data security incident. In January 2025, the private information of certain individuals was potentially accessible by an unauthorized third-party who gained access to Defendant’s systems (the “Data Breach”).

Who is Included? The Settlement Class includes all individuals within the United States whose Protected Health Information or Personally Identifiable Information was accessed in the Data Breach.

What does the Settlement Provide? The Settlement will provide for: (1) compensation for Documented Out-of-Pocket Losses; (2) Pro Rata Cash Payment; (3) Credit Monitoring; (4) costs of Notice and Settlement Administration; (5) Court-approved service awards; and (6) Court-approved attorneys’ fees and litigation expenses.

- **Cash Payment A – Documented Losses:** Settlement Class Members may submit a claim for reimbursement for certain documented losses, i.e., money spent or fees incurred for documented out-of-pocket losses with supporting documentation related to the Data Breach (up to \$5,000) upon presentation of third-party documentation evidencing such losses; and
- **Cash Payment B – Flat Cash Payment:** In addition to, or in the alternative, Settlement Class Members may also claim a cash payment in the amount of \$70.00; and
- **Credit Monitoring:** In addition to electing any Cash Payment, Settlement Class Members may claim three (3) years of single Bureau credit monitoring that will provide proactive credit and identity monitoring, personalized recovery assistance, and reimbursement for expenses.

How To Get Benefits You must complete and file a Claim Form online or by mail postmarked by **(DATE)**, including required supporting document if you choose Cash Payment A – Documented Losses. You can file your claim online through the Settlement Website at www.XXXXXXXXXXX.com. Your unique Class Member ID and PIN are required to access the form to file online. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number 1-866-742-4955, and submit by mail to Wilkes University Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

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

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **(DATE)** before the Honorable Judge **(NAME)** of the Court of Common Pleas of Luzerne County, 200 N River St, Wilkes-Barre, PA 18711, to consider: whether to approve the Settlement, Service Awards, attorneys’ fees and costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

For more information please visit the Settlement Website at www.XXXXXXXXXXX.com, or call toll-free number 1-866-742-4955, or email at XXXXXX@rg2claims.com.

— EXHIBIT 3 —

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Your Protected Health Information or Personally Identifiable Information (“Private Information”) Was Accessed in the Data Breach Announced by Defendant Wilkes University (“Defendant”) on October 8, 2025, You May be Eligible for Benefits From a Class Action Settlement.

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

- A proposed Settlement has been reached in a class action lawsuit known as *Dean Ambosie, et al v. Wilkes University*, Case No. 2025-12631 (the “Action”), filed in the Court of Common Pleas of Luzerne County, Pennsylvania.
- This Action arises out of unauthorized access to Defendant’s systems and certain files containing Private Information that was announced by Defendant on or about October 8, 2025. The Action was filed by certain individuals (“Plaintiffs”) who claim that Defendant’s data-security measures were inadequate to protect their Private Information. Defendant denies Plaintiffs’ claims and any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to \$5,000.00 for documented out-of-pocket expenses; (2) flat cash payment of \$70.00; and (3) three years of single-bureau Credit Monitoring.
- You are included in this Settlement as a Settlement Class Member if your Private Information was accessed in the Data Breach announced by Defendant on October 8, 2025.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

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

WHAT THIS NOTICE CONTAINS

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2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
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Do Nothing..... Page 8

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Get More Information Page 9

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

BASIC INFORMATION

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

You are a Settlement Class Member if your Private Information if your Private Information was accessed in the Data Breach announced by Defendant on October 8, 2025.

2. What is this case about?

This case is known as *Dean Ambosie, et al v. Wilkes University*, Case No. 2025-12631 (the “Action”), filed in the Court of Common Pleas of Luzerne County, Pennsylvania. The persons who sued are called the “Plaintiffs” and the entity they sued, Wilkes University, is known as the “Defendant” in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially accessed in the Data Breach. They claim Defendant’s data-security measures were inadequate to protect their Private Information. Defendant denies Plaintiffs’ claims and any wrongdoing.

3. Why is there a Settlement?

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

4. Why is this a class action?

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

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

You are a Settlement Class Member if your Private Information if your Private Information was accessed in the Data Breach announced by Defendant on October 8, 2025

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [\(WEBSITE\)](#), call toll free 1-866-742-4955, send email to info@RG2claims.com, or write to Wilkes University Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

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

Expense Reimbursement

Cash Payment A - Documented Losses: Settlement Class Members may submit a claim for a Cash Payment of up to \$5,000.00 per Settlement Class Member upon presentment of proper documented losses for fraud and identity theft reasonably traceable to the Data Breach. To receive reimbursement for these losses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation to the Settlement Administrator. That means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not, without more, constitute reasonable documentation but may be included to provide clarification, context, or support for other third-party reasonable documentation submitted with the Claim.

Cash Payment B - Flat Cash Payment: Settlement Class Members may make a claim for a flat cash payment of \$70.00 without the need to document losses incurred as a result of the Data Breach.

Credit Monitoring: Settlement Class Members may elect to receive three years of single-bureau Credit Monitoring.

7. How do I submit a claim?

All claims will be reviewed by the Settlement Administrator. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online or postmarked no later than **(DATE)**. You can download a Claim Form at **(WEBSITE)**, send an email to **XXXX@RG2claims.com**, or call the Settlement Administrator at 1-866-742-4955. The unique Class Member ID and PIN that were printed on the Notice you received will be required to access the online and paper claim forms.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and the Released Parties and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at **(WEBSITE)**.

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

9. Will the Class Representative receive compensation?

Yes. The Class Representatives will receive a service award of up to \$2,500 each and up to \$1,000 for Federal Plaintiff, to compensate them for their services and efforts in bringing the lawsuit.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

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

Your written request for exclusion must be postmarked no later than **(DATE)** to:

Wilkes University Settlement
c/o RG2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

Instructions on how to submit a request for exclusion are available at **(WEBSITE)**, or from the Settlement Administrator by calling 1-866-742-4955.

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

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

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Leanna A. Loginov of the law firm SHAMIS & GENTILE, P.A., Kenneth J. Grunfield of the law firm KOPELOWITZ OSTROW, P.A., and Gerald D. Wells, III of the law firm LYNCH CARPENTER LLP (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$300,000. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, **(WEBSITE)**, before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

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

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

- (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (i) the objector's signature (an attorney's signature is not sufficient).

Your Objection must include the case name and docket number, *Dean Ambosie, et al v. Wilkes University*, Case No. 2025-12631, and be filed with the Clerk of the Court and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, as follows:

CLERK OF THE COURT	CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of the Court Court of Common Pleas Luzerne County Courthouse 200 N. River Street Wilkes-Barre, PA 17101	LYNCH CARPENTER, LLP Attn: Gerald D. Wells, III 1760 Market Street Suite 600 Philadelphia, PA 19103 SHAMIS & GENTILE, P.A. Attn: Leanna A. Loginov 14 NE 1 st Ave, STE 705 Miami, FL 33132 KOPELOWITZ OSTROW, P.A. Attn: Kenneth J. Grunfield 1 West Las Olas Blvd, 5 th FL Ft. Lauderdale, FL 33301	McDONALD HOPKINS Attn: Christopher G. Dean 600 Superior Ave E STE 2100 Cleveland, OH 44114	Wilkes University Data Settlement c/o RG/2 Claims Administration P.O. Box 59479, Philadelphia, PA 19102-9479

If you do not submit your objection with all requirements, or if your objection is not received by **(DATE)**, you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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

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

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on **(DATE)** at **(TIME)** at the **Court of Common Pleas, 200 N. River Street, Wilkes-Barre, Pennsylvania 18711**. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check **(WEBSITE)** for updated information.

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

18. Do I have to come to the hearing?

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

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

19. May I speak at the hearing?

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

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any benefits from the Settlement, you will not be able to sue for the claims in this Action, and you will release the claims against Defendant and Released Parties described in Question 8.

GET MORE INFORMATION

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

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, the Application for Attorneys' Fees, Costs, and Service Awards, and more, please visit [\(WEBSITE\)](#) or call 1-866-742-4955. You may also contact the Settlement Administrator at Wilkes University Settlement, c/o RG2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479.

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

— EXHIBIT 4 —

KOPELOWITZ OSTROW P.A.
KENNETH J. GRUNFELD, ESQUIRE

Identification no.: 84121
65 Overhill Road
Bala Cynwyd, PA 19004
Telephone: (954) 525-4100
grunfeld@kolawyers.com

Attorneys for Plaintiff
(additional counsel listed below)

IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY, PENNSYLVANIA

DEAN AMBOSIE, JENNA BALSAMELLO,
NICHOLE DUDEN, MACKENZIE
PAWELZIK, and VINCENT ABBOTT,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

WILKES UNIVERSITY,

Defendant.

CIVIL DIVISION

No. 2025-12631

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (Doc. No. __) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs Dean Ambosie, Jenna Balsamello, Nichole Duden, Mackenzie Pawelzik, AND Vincent Abbott (“Plaintiffs”) and Wilkes University (“Defendant” or “Wilkes”) (together, the “Parties”), with accompanying exhibits attached as Exhibit 1 to Plaintiffs’ Memorandum of Law in Support of the Motion (the “Settlement Agreement”).¹

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Having fully considered the issue; the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

All individuals within the United States whose PII/PHI was accessed in the Data Breach.

Pursuant to 231 Pa. Code § 1714, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of 231 Pa. Code § 1700. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical, and the Settlement Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Settlement Class Representatives and Settlement Class Counsel**. The Court finds that the named Plaintiffs will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as the Class Representatives. Additionally, the Court finds Leanna A. Loginov of Shamis & Gentile, P.A., Kenneth J. Grunfeld of Kopelowitz Ostrow, P.A., and Gerald D. Wells, III of Lynch Carpenter LLP will likely satisfy the requirements of 231 Pa. Code § 1709 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by 231 Pa. Code § 1700 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 42 Pa. C.S.A. § 931 and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 231 Pa. Code § 2179.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at _____, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; and (e) the Application for Attorneys' Fees, Costs and Service Awards.

6. **Settlement Administrator.** The Court appoints RG/2 as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement

Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation with agreement by the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, 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) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including 231 Pa. Code § 1700; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Pennsylvania Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the

designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

If a Final Approval Order is entered, all persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order. All persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the

objector's prior objections that were issued by the trial and appellate courts in each listed case; (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (ix) the objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later sixty (60) days before the initial scheduled Final Approval Hearing. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order

approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by

the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Action.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Settlement Class List To Settlement Administrator	Within five (5) business days of entry of the Preliminary Approval Order
Deadline For Settlement Administrator To Issue Notice to Settlement Class Members	No later than thirty (30) days after entry of the Preliminary Approval Order
Motion for Final Approval and for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Class Counsel	14 days before the Opt-Out and Objection Deadline
Opt-Out/Objection Date Deadlines	Sixty (60) days after the Notice Deadline
Final Approval Hearing	_____, 2026

IT IS SO ORDERED

Date

Judge