

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

<u>JANE DOE, <i>Individually and on</i></u> <u><i>Behalf of All Others Similarly Situated,</i></u>	:	
	:	CIVIL NO. 23-CV-1149
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
LEHIGH VALLEY HEALTH	:	
NETWORK, INC.,	:	
	:	
Defendant.	:	

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between (i) Lehigh Valley Health Network, Inc. (“LVHN” or “Defendant”) and (ii) Jane Doe (“Plaintiff”), individually and on behalf of the Settlement Class, in the above referenced lawsuit (the “Action”) subject to preliminary and final Court approval as required by Pennsylvania Rule of Civil Procedure 1714. Plaintiffs and LVHN are collectively referred to as the “Parties.”

**I. RECITALS**

1. LVHN is a not-for-profit healthcare provider comprised of 13 hospital campuses; 28 health centers; 20 ExpressCare locations, and numerous physician practices, pharmacy, imaging, home health, rehabilitation, and lab services in 10 eastern Pennsylvania counties.

2. In January 2022, LVHN acquired Delta Medix, a Scranton based multispecialty group that added 20 providers to LVHN who specialize in urology, general surgery, cancer care and vascular surgery.

June, and reached a confidential agreement in principal subject to a written settlement agreement. This is that Settlement Agreement.

## II. DEFINITIONS

In addition to the terms defined at various points within this Settlement Agreement, the following defined terms apply throughout this Settlement Agreement:

1. “Action” shall mean the putative class action filed by Jane Doe on March 13, 2023, in the Court of Common Pleas Lackawanna County captioned as *Jane Doe, individually and on behalf of all others similarly situated, v. Lehigh Valley Health Network, Inc.*, Docket No. 23-cv-1149.

2. “Administrative Expenses” means the cost of the Notice Plan relating to this Settlement and the costs of administering and processing the claims by Settlement Class Members, and disbursements of consideration to Settlement Class Members, including any necessary and reasonable expenses associated with administering the Settlement. For avoidance of doubt, any costs associated with the Special Master are considered Administrative Expenses incurred after the execution of this Settlement Agreement.

3. “Approved Claim” means a Claim Form submitted by a Settlement Class Member that has satisfied the verification process outlined in Section IV.B.7(a), and is (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed and executed with all of the information requested in the Claim Form, including the Settlement Class Member’s full name and the Settlement Class Member’s current contact information and (c) signed by the Settlement Class Member, physically or electronically.

nonetheless taken from the Final Approval Order the Effective Date shall be retroactively calculated under subsection (A) of this paragraph.

12. "Escrow Account" means the account described in Section IV.A.

13. "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the Service Award (as defined in Section VIII herein).

14. "Final Approval Order" means the order and judgment that the Court enters upon Final Approval.

15. "Final Approval Hearing" shall mean the hearing to be held by the Court to make a final decision as to whether the settlement is fair, reasonable and adequate and, therefore, should be approved by the Court. At the Final Approval Hearing the Court shall also hear any objections to the settlement as well as Class Counsels' requests for an award of attorneys' fees, costs, and incentive awards.

16. "Lead Class Counsel" means Patrick Howard, Esq. of Saltz, Mongeluzzi & Bendesky, P.C.

17. "Named Plaintiff" or "Plaintiff" means Jane Doe.

18. "Notice" means the notice of this proposed Settlement to the Settlement Class in this Action submitted for approval, and approved by, the Court.

19. "Notice Deadline" means fifteen (15) days after the Court has entered the Preliminary Approval Order.

20. "Notice Plan" means the content and manner of Notice set forth in this Settlement Agreement and approved by the Court.

compensation, employment terms and banking information); (11) health insurance policy numbers; and (12) patient photographs taken during treatment.

26. "Plan of Allocation" shall mean the distribution of the Settlement Fund as set forth in Section IV.B. pursuant to the allocation established by the Special Master.

27. "Reasonable Documentation" means documentation establishing an Out-of-Pocket Loss claim, or a Time Spent claim fairly traceable to the Cybersecurity Incident. Non-exhaustive examples of Reasonable Documentation include credit card statements, bank statements, invoices, official governmental correspondence, and receipts. A valid Claim, other than a request for lost time and/or an alternative cash payment, cannot be supported solely by a personal certification, declaration, or affidavit from the claimant or the claimant's representative(s).

28. "Released Claims" means any and all claims, demands, rights, actions or causes of action, whether known or unknown, that have been or could have been asserted in the Action by or on behalf of Named Plaintiff and/or any and all of the members of the Settlement Class, arising out of the Cybersecurity Incident or otherwise relating to the manner in which LVHN acquired and stored their PHI and/or PII. Released Claims shall include Unknown Claims. Released Claims shall not include the right of Named Plaintiff, Settlement Class Members or any Released Person to enforce the terms of the Settlement Agreement and claims not arising from the facts alleged in the Action.

29. "Released Party" means LVHN, and all of its and their present or past direct or indirect affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries and the associates, employers, employees, agents, insurers, directors, managers, managing directors, officers, partners, principals, members, attorneys, shareholders, successors in interest, officers, directors, and general or limited partners.

37. "Special Master" shall mean Jerry Roscoe, Esq. of JAMS, ADR, an independent, third-party, who allocated the Settlement Fund into the four Relief Tiers as set forth in Section IV.B.3 of this Agreement.

38. "Unknown Claims" means any and all Released Claims that any Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date relating to the Cybersecurity Incident and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542.

### **III. SETTLEMENT CLASS**

A. For settlement purposes only, the Parties agree that the Court should certify the following class pursuant to Pennsylvania Rule of Civil Procedure 1702, 1708 and 1709 (the "Settlement Class") defined as:

All residents of the United States whose Personal Information was exposed during the Cybersecurity Incident announced by Lehigh Valley Health Network, Inc. on or about February 22, 2023, and who were sent a Data Breach Notice.

B. For purposes of determining membership in the Settlement Class, LVHN completed a comprehensive analysis of the Cybersecurity Incident to identify the individual Settlement Class Members. As a result, LVHN identified approximately 135,000 individuals who had their Personal Information accessed during the Cybersecurity Incident and mailed each of those individuals a written notice that specified the type of Personal Information that may have

Settlement Fund (\$64 million) shall be payable into the Escrow Account within 10 days of the Effective Date and maintained in the Escrow Account until the expiration of the time to appeal the Final Approval Order without an appeal being filed unless otherwise provided for in this Settlement Agreement. Defendant shall not be entitled to the return of any residual monies in the Settlement Fund once distribution is completed. After distribution is complete as set forth below and approved by the Court, any residual funds shall be distributed in a manner consistent with Pa. R. Civ. P. 1716. To this end, 50% of any residual funds shall be disbursed to the Pennsylvania Interest on Layers Trust Account Board. The remaining 50% shall be distributed to local charitable organizations to be agreed upon by the parties and approved by the Court.

2. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account with a commercial bank with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P, and fully insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the payment clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund,

Representative and Settlement Class Members shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

**B. DISTRIBUTION OF THE SETTLEMENT FUND**

1. After the Settlement Fund is established as set forth in Section IV.A. above, the Settlement Fund will be distributed as set forth in the Plan of Allocation below. Class Counsel is responsible for distribution of the Settlement Fund and carrying out the Plan of Allocation set forth herein.

2. The Parties have undertaken significant analysis of the data exposed during the Cybersecurity Incident and Class Counsel has specifically analyzed the portion of that data published by BlackCat on the dark web. This analysis permits the reasonable placement of each Settlement Class Member in a Relief Tier based on objective criteria secured during the discovery process. As a result, a Settlement Class Member was placed in all Relief Tiers available for the Settlement Class Member's individual exposure arising from the Cybersecurity Incident. A Settlement Class Member is placed in the highest applicable Relief Tier, but may not recover from both Relief Tier Three and Relief Tier Four. Thus, the Relief Tiers are cumulative so that a Settlement Class Member recovers under multiple Relief Tiers that are applicable to the individual Settlement Class Member, but not duplicative.

3. The Parties engaged an independent third-party, Jerry Roscoe, Esq. of JAMS, Inc., as the Special Master to allocate the Settlement Fund between the Relief Tiers based on the level of exposure applicable to the specific Relief Tier and the number of Settlement Class Members present in each Relief Tier. The Special Master was provided with a draft version of this Settlement Agreement, written submissions from the Parties, the Settlement Class Member

**(a) RELIEF TIER ONE:**

(i) Amount: The Special Master allocated 11% of the Settlement Fund for Relief Tier One payments.

(ii) Who: All Settlement Class Members qualify for the benefits of Relief Tier One.

(iii) What: Relief Tier One provides the following two benefits to Settlement Class Members. First, each Settlement Class Member shall be issued a single payment of their proportionate share of the Settlement Fund allocated by the Special Master for Relief Tier One, not to exceed a gross payment of \$50.00. Second, by the Claims Deadline, each Settlement Class Member is eligible to submit a Claim Form for Out-of-Pocket Losses caused by the Cybersecurity Incident for a payment of the amount of loss that are supported by Reasonable Documentation up to five thousand dollars (\$5,000.00), or a pro rata distribution if the aggregate Approved Claims exceed \$500,000.

(iv) How: All Settlement Class Members will automatically be sent their initial payment under Relief Tier One. For any Settlement Class Member who elects to file a Claim Form, the Out-of-Pocket Losses must have been incurred on or after February 22, 2023 and may include, without limitation, unreimbursed losses relating to fraud, medical or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(1) Settlement Class Members who elect to submit a Claim Form for reimbursement of Out-of-Pocket Losses must do so by the Claims Deadline, or 60 days



Claim's pro rata share of the \$500,000.

(5) The Settlement Administrator shall reject any Claim Form for Out-of-Pocket Losses, or any part thereof, that it decides, in its sole discretion, is not supported by Reasonable Documentation.

(6) The Settlement Administrator will issue checks for Approved Claims to Settlement Class Members 90 days after the Effective Date, or as soon thereafter as is reasonable, but no later than 180 days of the Effective Date.

(v) The payments issued to Settlement Class Members in Relief Tier One will be void 60 days after issue. Any residual balance from the Relief Tier One allocation shall be added to the Relief Tier Four for a potential supplemental allocation to those Settlement Class Members in Relief Tier Four.

**(b) RELIEF TIER TWO:**

(i) Amount: The Special Master allocated 2% of the Settlement Fund for Relief Tier Two payments.

(ii) Who: Class Counsel's analysis has identified Settlement Class Members whose sensitive medical diagnosis information and/or sensitive employment data was published on the Dark Web by BlackCat. This information was determined to be more sensitive than the medical information and/or other personal information that was stolen relating to members of Relief Tier One.

(iii) What: Relief Tier Two provides each Settlement Class Member in Relief Tier Two with their proportionate share of the Settlement Fund allocated by the Special Master for Relief Tier Two, not to exceed a gross payment of \$1,000.00.

shall be added to the Relief Tier Four for a potential supplemental allocation to those Settlement Class Members in Relief Tier Four.

(d) **RELIEF TIER FOUR:**

(i) **Amount:** The Special Master allocated 80% of the Settlement Fund for Relief Tier Four payments.

(ii) **Who:** Class Counsel's analysis has identified Settlement Class Members whose Nude images were published on the Dark Web by BlackCat.

(ii) **What:** Relief Tier Four provides each Settlement Class Member in Relief Tier Four with their proportionate share of the Settlement Fund allocated by the Special Master for Relief Tier Four. Settlement Class Members are also eligible to receive a supplemental payment consisting of a pro rata share of any residual fund from Relief Tiers One-Four.

(iii) **How:** All Settlement Class Members in Relief Tier Four will automatically be sent their cash payment provided under Relief Tier Four. The Settlement Administrator shall make all reasonable efforts to ensure Settlement Class Members receive their payments provided under Relief Tier Four.

(iv) The checks issued to Settlement Class Members in Relief Tier Four will be void 60 days after issue. For any Settlement Class Member in Relief Tier Four that does not deposit their checks prior to them becoming void, the Settlement Administrator or Class Counsel shall take all reasonable steps to contact that individual to inform them of their rights under the Settlement Agreement, including confirming that the address to which the check was mailed remains accurate. If contact is made with such a Settlement Class Member or alternative contact information is identified, the Settlement Administrator shall re-issue a check for that individual's cash payment. That re-issued check will be void 60 days after issue.

including any patient images maintained on Defendant's servers.

7. Implement and maintain a written policy requiring patient informed consent be obtained prior to the taking of any treatment images of a patient.

8. The Board of Directors will continue to annually consider appropriate cybersecurity spending.

9. Implement and maintain a malware auto containment system for all accounts.

10. Implement and maintain a ransomware protection system for all accounts.

11. Implement and maintain a password reset program to ensure passwords are regularly reset.

12. Implement and maintain written policies that require multi-factor authentication of login to all accounts that may access PII/PHI, including any access to patient images or remote access to nonpublic information.

13. Install and maintain firewalls and data access controls that include a data loss prevention system that classifies certain sensitive data (PHI, PII and patient images) and prevents the exfiltration of such data.

## **V. PRELIMINARY APPROVAL**

A. No sooner than August 10, 2024 or later than August 15, 2024, the Class Representative and Lead Class Counsel will file a motion for preliminary approval of the Settlement with the Court. Contemporaneously with or as part of that motion, Class Representatives will move for certification of the Settlement Class pursuant to Pennsylvania Rule of Civil Procedure 1702, 1708 and 1709. Defendant will not oppose that motion, although Defendant reserves the right to contest any motion to certify a class for any purpose other than this Settlement.

procedure to verify Settlement Class Members;

3. Effecting the Notice Plan in accordance with the procedures set forth in Section VII;

4. Establishing and maintaining a post office box for mailed written exclusions from the Settlement Class and objections to the Settlement;

5. Establishing and maintaining the Settlement Website that, among other things, allows Settlement Class Members to submit a Claim Form electronically;

6. Establishing and maintaining a toll-free telephone line for the Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;

7. Responding to any mailed or emailed Settlement Class Member inquiries;

8. Mailing to Settlement Class Members who request paper copies of the Notice and/or Claim Forms;

9. Processing all written notification of exclusion from the Settlement Class;

10. Providing reports to Lead Class Counsel and counsel for Defendant 10 days before, and again 5 days after, the Opt-Out Deadline identifying the Settlement Class Members who have chosen to exclude themselves from the Settlement Class or objection to the Settlement, including the Relief Tiers from which they were eligible to recover;

11. In advance of the Final Approval Hearing, preparing affidavits to submit to the Court that: (a) attest to execution of the Notice Plan in accordance with the Preliminary Approval Order; and (b) identify each Settlement Class Member who timely and properly provided written notice of exclusion from the Settlement Class;

Administrator shall send Notice to all Settlement Class Members via summary notice via United States Postal Service first class mail. The summary notice will include a unique identifier to allow each Settlement Class Member to confidentially view the Relief Tiers in which they are placed and their estimated gross settlement payout.

D. The Notice shall include a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. This procedure will provide for the submission of an opt-out or exclusion form to be provided to Settlement Class Members by the Settlement Administrator. Such written request for exclusion must be postmarked no later than the Opt-Out Deadline, as specified in the Notice. Any written notification or exclusion form must include the individual's name and address to be valid; a statement that he or she wants to be excluded from the Action; and the individual's signature. Only one individual may be excluded from the Settlement Class per each written notification or exclusion. No group opt-outs from the Settlement Class shall be permitted. The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all individuals who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement.

E. Defendant agrees, until 6 (six) months after the Effective Date, that it will not resolve any claim by settlement with any individual who opts-out of being a Settlement Class Member on terms equal to or more favorable than those provided under the Plan of Allocation.

F. The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs and expenses and

I. The direct summary notice via United States Postal Service first class mail shall be completed by the Notice Deadline, excluding any attempts to resend Notices that are returned undeliverable. This summary notice will include a unique Settlement Class Member identifier to permit the individual Settlement Class Member to confidentially review the Relief Tiers in which they have been placed and their gross estimated payment from the Settlement Fund.

J. The Settlement Administrator shall post the Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Notice shall be posted on the Settlement Website by the Notice Deadline.

K. No later than 10 days after the Opt-Out and Objection Deadline, the Settlement Administrator shall provide Lead Class Counsel with one or more affidavits confirming that the Notice Plan was completed in accordance with the Parties' instructions and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with the motion for final approval of the Settlement.

L. All costs associated with providing appropriate notice of the Settlement to the Settlement Class Members shall be paid out of the Settlement Fund.

## **VIII FINAL APPROVAL ORDER AND JUDGMENT**

A. Plaintiff's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur and that date will be set forth in the Preliminary Approval Order.

B. Plaintiff and Lead Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs and expenses, and Service Awards within 10 days of the Final Approval Hearing. At the Final Approval Hearing, the Court will consider Plaintiffs' motion

**Released Parties.**

**B. As of the Effective Date, Defendant absolutely and unconditionally releases and discharges Plaintiff and all Settlement Class Members, and Class Counsel, from any claims that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendant.**

**C. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.**

**D. The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member takes action inconsistent with Section 14, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.**

**E. The power to enforce any term of this Settlement Agreement are not affected by these mutual releases.**

## **XI. TERMINATION**

A. In the event that the Court declines to enter the Preliminary Approval Order as specified in Section V, declines to enter the Final Approval Order and Judgment as specified in Section VIII, or the Effective Date does not occur as specified in Section II(11), Defendant at their sole discretion and without any further payment may terminate this Agreement on 5 days written notice from counsel for Defendant to Lead Class Counsel. For avoidance of doubt, Defendant may not terminate this Agreement while an appeal from an order granting final approval is pending.

B. **Defendant Election to Withdraw.** If more than 15 Settlement Class Members that would have otherwise been allocated a payment under Relief Tier Four submit a timely and valid request for exclusion from the Settlement Class, Defendant has the option to terminate the Agreement within 15 days of receiving the complete list of opt-outs from the Settlement Administrator.

1. If Defendant, in its sole and absolute discretion, exercises its right to withdraw the Settlement shall be null and void ab initio and have no further force and effect with respect to any of the Parties in this Action.
2. In the event that Defendant exercises its option to withdraw from the Settlement under Section XI.B., Defendant agrees to pay Class Counsel a break-up fee of \$1,000,000.00 (the "Break-Up Fee") within thirty (30) days of the date Defendant notifies Lead Class Counsel pursuant to Section XI.B..

C. In the event of a termination, this Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Actions as if the Parties had not entered into this Agreement, excluding Administration Fees incurred for the Notice Plan and the



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 Named Plaintiff 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 Actions or in any proceeding in any court, administrative agency, or other tribunal.

### **XIII. WAIVER OF APPEAL RIGHTS**

A. In the event the Court enters the Final Approval Order without substantial modification, Named Plaintiff and Defendant waives any right to appeal the Final Approval Order. Named Plaintiff and Defendant acknowledge that agreement to this waiver of appeal rights is a material term of this agreement and that any appeal that Named Plaintiff or Defendant may take of the Final Approval Order would cause irreparable harm to the adverse Party.

### **XIV. MISCELLANEOUS**

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

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

C. **Cooperation of Parties.** The Parties to this Settlement Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court disapproval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Settlement Agreement, including securing certification of the Settlement Class for settlement purposes and the prompt, complete, and final dismissal with prejudice of the Action as to

**J. Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

**K. Notices.** All notices to Class Counsel provided for herein shall be sent by overnight mail to:

Patrick Howard, Esq.  
SALTZ, MONGELUZZI & BENDESKY, P.C.  
120 Gibraltar Rd., Suite 218  
Horsham, PA 19040

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

David Balsler  
J. Matthew Brigman  
KING & SPALDING  
1180 Peachtree Street NE  
Atlanta, GA 30305  
dbalsler@kslaw.com  
mbrigman@kslaw.com

**L.** 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 because of the Notice Plan.

**For Plaintiff and the Settlement Class**

DATED 8.14.24




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Patrick Howard, Esq.  
SALTZ, MONGELUZZI & BENDESKY, P.C.  
120 Gibraltar Road, Ste. 218  
Horsham, PA 19044  
Tel: (215) 496-8282  
Fax: (215) 754-4443

**For Defendant Lehigh Valley Health Network**

DATED 7/31/2024



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Annette White  
Chief Administrative & Legal Officer  
Lehigh Valley Health Network, Inc.  
707 Hamilton Street – Executive Suite  
P.O. Box 1806 | Allentown, PA 18105-1806  
Phone: 484-862-3932 | Cell: 605-254-3343