Exhibit "1"

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY, PENNSYLVANIA

LEO WOYTACH, JAMES DAVIS, SHAWN TOOLAN, SCOTT STOLARIK, CHAD MARTIN, HELENA JOHNSTON, JOE CLEMENTE, and HILARY BURNS, individually and on behalf of all others similarly situated, Plaintiffs, v. DRUG AND ALCOHOL TREATMENT SERVICES, INC., Defendant.	**Case No.: 2025-CV-03681**

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement[1] is entered into between Plaintiffs Leo Woytach, James Davis, Shawn Toolan, Scott Stolarik, Chad Martin, Helena Johnson, Joe Clemente and Hilary Burns ("Plaintiffs"), on behalf of themselves and the Settlement Class, and Defendant Drug & Alcohol Treatment Service (incorrectly identified as "Drug and Alcohol Treatment Services, Inc.," and hereinafter "DATS" or "Defendant") 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, as a healthcare provider of drug and alcohol treatment services, Defendant maintains the Private Information of patients of Defendant, which may include names, dates of birth, individual health insurance information, medical billing or claims information, patient

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

account numbers, prescription or medication information, Social Security number, and treatment information.

WHEREAS, Defendant detected a cyberattack of its systems during which time an unauthorized actor accessed Defendant's computer network, between October 5, 2024 to October 6, 2024, where personal information was maintained (the "Data Breach").

WHEREAS, DATS thereafter initiated a comprehensive review of the potentially impacted data to determine the types of information contained therein and to whom the information related. While the investigation was ongoing, DATS provided notice of the incident via a posting on its website on December 5, 2024.

WHEREAS, after a review of the potentially affected data, DATS determined that certain protected health information ("PHI") belonging to DATS' patients was present in the system at the time of the incident. The types of information varied by individual but included patient names, addresses, dates of birth, social security numbers, health insurance information, patient account numbers, medication information, diagnosis and treatment information, doctors' names, and medical claims and billing information.

WHEREAS, DATS thereafter provided written notice of the incident to the potentially affected individuals on or around May 2, 2025.

WHEREAS, beginning on or around May 12, 2025, eight putative class actions were filed in Pennsylvania state court on behalf of individuals who claimed to have been impacted by the Data Breach.

WHEREAS, on September 4, 2025, the Court of Common Pleas of Lackawanna County, Pennsylvania entered an order consolidating eight related actions arising out of the Data Breach that occurred on Defendant's network.

WHEREAS, on October 6, 2025, Plaintiffs filed the operative complaint in the case asserting claims against Defendant for Negligence, Negligence *Per Se*, Breach of Contract, Breach of Implied Contract, Breach of Fiduciary Duty, Breach of Confidence, and Unjust Enrichment.

WHEREAS, in an effort to conserve resources for the benefit of those impacted in the Data Breach, the Parties began discussing settlement and scheduled a private mediation with Hon. John W. Thornton, Jr., (Ret.).

WHEREAS, in connection with their settlement discussions, 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, following prolonged and extensive arm's length negotiations, and the exchange of informal discovery, and a full-day mediation with Hon. John W. Thornton, Jr. (Ret.), the Parties reached an agreement on the essential terms of settlement.

WHEREAS, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

WHEREAS, the Parties now agree to settle the Action entirely, without any admission by the Defendant 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 the Data Breach as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their business operations associated with further litigation. Defendant does not in any way acknowledge,

admit to, or concede any of the allegations made in the Complaint, and 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 enter 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

1.1. "**Action**" means the above-captioned action, *Leo Woytach, et al. v. Drug and Alcohol Treatment Services, Inc.*, No. 2025-CV-03681 (Lackawanna Cty. Ct. Com. Pl. October 6, 2025).

1.2. "**Administrative Expenses**" means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

1.3. "**Agreement" or "Settlement Agreement**" means this Settlement Agreement between Plaintiffs and Defendant.

1.4. "**Approved Claim(s)**" means a claim as evidenced by a Claim Form submitted by a Class Member that: (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1.5. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash Payment.

1.5.1 "**Cash Payment A – Documented Losses**" means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

1.5.2 "**Cash Payment B – Alternate Cash Payment**" means the cash compensation that Settlement Class Members may elect under the Settlement.

1.6. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

1.7. "**Claim Form"** means the proof of claim, substantially in the form attached hereto as **Exhibit 1**, which may be modified as necessary, subject to the Parties' approval.

1.8. "**Claim Form Deadline"** shall be ninety (90) days after the earliest day on which the Notice is first distributed, and 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 Settlement Class Member Benefit. The Claim Form Deadline shall be clearly set forth in the Long Form Notice, the Postcard Notice, the Claim Form, and the Court's Order granting Preliminary Approval.

1.9. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

1.10. "**Class Counsel**" means: Kenneth J. Grunfeld of Kopelowitz Ostrow, P.A., and Samantha E. Holbrook of Shub Johns & Holbrook, L.L.P.

1.11. "**Class List**" is the class list provided by Defendant to the Settlement Administrator. The Class List is a list of the Settlement Class Members.

1.12. "**Class Representatives**" mean the Plaintiffs.

1.13. "**Court**" means the Court of Common Pleas of Lackawanna County, Pennsylvania, and the Judge(s) assigned to the Action.

1.14. "**Data Breach**" means the unauthorized access to Defendant's computer network that took place between October 5, 2024 to October 6, 2024.

1.15. "**Defendant**" means Drug and Alcohol Treatment Service. ("DATS").

1.16. "**Defendant's Counsel**" means David J. Shannon and Vlada Tasich of Marshall Dennehey, P.C.

1.17. **"Documented Loss"** refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not as a result of the Data Breach, as further described herein. Documented Losses must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Breach and incurred on or after October 5, 2024.

1.18. "**Effective Date**" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be 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.

1.19. "**Escrow Account**" means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

1.20. "**Fee Award and Costs**" means the amount of attorneys' fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

1.21. "**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.

1.22. "**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 Award.

1.23. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded.

1.24. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit 2**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

1.25. "**Medical Monitoring**" means one-year of a medical identity theft monitoring product that Settlement Class Members may elect as a Settlement Class Member Benefit under the Settlement.

1.26. "**Net Settlement Fund**" means the amount of funds that remain in the Settlement Funds after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court; (iii) any amounts approved by the Court for the Fee Award and Costs, and (iv) applicable taxes, if any.

1.27. "**Notice**" means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Postcard Notice and Long Form Notice, the Settlement Website and toll-free telephone line, and Publication Notice.

1.28. "**Notice Plan**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice.

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

1.30. "**Objection Period**" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends sixty (60) days after.

1.31. "**Opt-Out Period**" means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends sixty (60) days after.

1.32. "**Party**" means Plaintiffs and Defendant, and "**Parties**" means Plaintiffs and Defendant, collectively.

1.33. "**Private Information**" means the personally identifiable information that was being stored within the Defendant's systems at the time of the Data Breach.

1.34. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit 3,** that the Settlement Administrator shall disseminate to Settlement Class Members by mail.

1.35. "**Plaintiffs**" means Leo Woytach, James Davis, Shawn Toolan, Scott Stolarik, Chad Martin, Helena Johnston, Joe Clemente, and Hilary Burns.

1.36. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

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

1.38. "**Publication Notice**" means the mutually agreed upon digital press release that will be disseminated by the Settlement Administrator, substantially in the form attached hereto as **Exhibit 5.**

1.39. **"Reasonable Documentation"** means documentation supporting a claim for Documented Loss(es) including, but not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts.

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

1.41. "**Released Claims**" means any and all manner of claims, including unknown claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, common law or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, interest, and damages,

whenever incurred, for restitution or any other payment of money, and for liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, in any jurisdiction that Releasing Parties or any of them ever had, now has, or hereafter can, shall or may have, representatively, derivatively or in any other capacity, against the Released Parties arising from or relating in any way to the Data Breach and the conduct alleged in the Action, or which could have been alleged in the Action against the Released Parties.

1.42. "**Released Parties**" means Defendant and Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

1.43. "**Releasing Parties**" means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

1.44. "**Request for Exclusion**" is the written communication by a Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of the Agreement.

1.45. "**Service Award**" means the payment the Court may award the Plaintiffs for serving as Class Representatives.

1.46. "**Settlement Administrator**" means RG/2, the third-party class action settlement administrator selected by Class Counsel subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and

receive any requests for exclusion from the Class. Class Counsel and DATS may, by agreement, substitute a different Settlement Administrator, subject to Court approval

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

1.48. "**Settlement Class**" means all persons in the United States whose Personal Information was impacted by the Data Breach publicly announced by Defendant in May 2025, including all who were sent notice of the Data Breach. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff. There are approximately 22,000 Settlement Class Members.

1.49. "**Settlement Class Member**" means members of the Settlement Class.

1.50. "**Settlement Class Member Benefit**" means the Cash Payment and/or Medical Monitoring, elected by Settlement Class Members.

1.51. "**Settlement Fund**" means the $549,000.00 fund that Defendant is obligated to fund under the terms of the Settlement.

1.52. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for 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 Award, 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 at least six months after Final Approval.

1.53. "**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. SECURITY COMMITMENTS; PROSPECTIVE RELIEF

2.1. DATS agrees to adopt, maintain, and/or implement data and information security measures, at its expense, which are designed to strengthen DATS' data and information security, for a period of five years. DATS may replace any of these security measures provided it does so with equivalent or more robust security measures, such as with more advanced technology and capabilities that become available, or to better address assessed security risks to their information systems.

2.2. DATS agrees to provide Class Counsel with a confidential declaration containing sufficient information to describe and confirm that each of these security enhancements has been

or will be implemented.

III. SETTLEMENT FUND

3.1 Within 20 days following Preliminary Approval, Defendant shall pay or cause to be paid $549,000.00, as directed by the Settlement Administrator, to fund the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund shall be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, and all Settlement Class Member Benefits.

3.2 The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. The funds shall earn interest for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

(a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be

reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all taxes.

(b) For the purposes of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns shall be consistent with this paragraph and in all events shall reflect that all taxes (including the taxes, any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.3 Settlement Class Member Benefits. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments and Medical Monitoring. When submitting a Valid Claim, Settlement Class Members must choose either: (a) Cash Payment A – Documented Losses or (b) Cash Payment B – Alternate Cash Payment. If a Settlement Class Member submits a claim but fails to elect either Cash Payment A or Cash Payment B, the Settlement Administrator shall send a deficiency notice to the Settlement Class Member with an

opportunity to cure the deficiency. If the Settlement Class Member fails to timely cure the deficiency, or otherwise fails to elect a Cash Payment option, the Claim will be treated as a claim for Cash Payment B – Alternate 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 Cass Member for documented monetary losses related to the Data Breach. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit Reasonable Documentation supporting the losses, 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 constitute Reasonable Documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. 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 Reasonable Documentation supporting a loss, or if their documented loss 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 for Cash Payment A will be rejected and the Settlement Class Member's Claim will automatically be considered as a Claim for Cash Payment B.

b. **Cash Payment B – Alternate Cash Payment**

As an alternative to Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment. As described hereinbelow, the amount will increase or decrease *pro rata* depending on the aggregate dollar amount of Valid Claims submitted.

c. **Medical Monitoring**

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include one year of a medical identity theft protection through CyEx Medical Shield. The Medical Monitoring benefit will be available to Settlement Class Members regardless of whether they took advantage of any previous offering of credit monitoring from DATS. Individuals who elected to utilize a previous offering of credit monitoring from DATS, or who obtained credit monitoring services from another provider as a result of the Data Breach, will be permitted to postpone activation of their Medical Monitoring benefit for up to twelve (12) months.

3.4 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to terms of this Agreement via various digital methods (i.e. Paypal, Venmo). In the event the Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.

3.5 Deadline to File Claims. Claim Forms must be received postmarked or filed electronically within ninety (90) days after the Notice Date.

3.6 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the

Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the Claim. No notification is required for late-posted-claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficient claim, the claim shall stand as denied, and the Class Member shall be so notified if practicable.

3.7 Timing of Settlement Benefits. Within thirty (30) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.

3.8 Distribution of Settlement Payments**.** The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses; (ii) Fee Award and Costs; (iii) Service Awards; and (iv) Taxes. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay for Medical Monitoring claimed by Class Members. If Net Settlement Funds remain after paying for the Medical Monitoring, the Settlement Administrator will next use it to pay valid claims for Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied and the payments for Medical Monitoring are made shall be referred to as the "Post MM/DL Net Settlement Fund." The Settlement Administrator shall then utilize the Post MM/DL Net Settlement Fund to make all Alternative Cash Payments pursuant to Section 3.3(b) herein. The amount of each Alternate Cash Payment shall be calculated by dividing the Post MM/DL Net Settlement Fund by the number of

valid claims submitted for Alternate Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. In the event that the aggregate amount of all Documented Loss Payments exceeds the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed with Approved Claims for Alternate Cash Payments. All such determinations will be made by the Settlement Administrator.

3.9 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment or an Alternate Cash Payment, by physical check, shall have 90 days following distribution to deposit or cash their benefit check.

3.10 Non-Reversionary. This is a non-reversionary Settlement. As of the Effective Date, all rights of DATS and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement is voided, cancelled or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to DATS and/or its insurers.

3.11 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to the Class Members, a subsequent Settlement Payment will be made evenly to all Class Members with approved claims for Alternate Cash Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Five Dollars ($5.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than $5.00, whereupon

the amount remaining in the Net Settlement Fund, if any, shall be distributed by mutual agreement of the Parties to a Court-approved non-profit recipient. Should it become necessary, any remaining amount of the Net Settlement Fund shall be distributed to the non-profit residual recipient.

3.12 Returned Payments. For any Settlement payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend the Settlement Payment.

3.13 Custody of the Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to DATS and/or its insurer in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to DATS and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.

3.14 Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement, or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable

Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and DATS with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least 7 Business Days prior to making such withdrawal or payment.

3.15 Limitations of Liability.

(a) DATS, DATS' insurers and reinsurers, and DATS' Counsel shall not have any responsibility for or liability whatsoever with respect to (i) 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; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any

claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, DATS, DATS's insurers and reinsurers, and DATS' Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

IV. REQUIRED EVENTS AND COOPERATION BY THE PARTIES

4.1. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit 4.**

4.2. Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best

judgment to amend the schedule to accomplish the goals of this Agreement.

4.3. Certification of the Settlement Class. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to and oppose 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. Plaintiffs and Defendant further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

4.4. Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is 120 days after the entry of the Preliminary Approval Order. The Parties may file a response to any objections to the Settlement and a Motion for Final Approval no later than fourteen (14) days after the Objection Deadline.

V. SETTLEMENT ADMINISTRATION

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

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

Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and distributing the Cash Payments and issuing Medical Monitoring activation codes to Settlement Class Members who submit Valid Claims.

5.3. The Settlement Administrator's duties include the following:

(a) Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

(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. As part of the weekly reports, the Settlement Administrator shall communicate with Class Counsel concerning any returned Postcard Notices to discuss with Class Counsel whether remailing is appropriate and receive authorization from Class Counsel before doing so;

(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) Email all Medical Monitoring activation codes to all Settlement Class Members who elect Medical Monitoring;

(k) Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;

(l) Distributing Cash Payments to Settlement Class Members who submit Valid

Claims;

(m) Using reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid; and

(n) 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

6.1. Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.

6.2. The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.

6.3. Defendant will provide the Settlement Administrator with the Class List no later than 14 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class Lists to accomplish the Notice Program and otherwise administer the Settlement.

6.4. In the event the Settlement Administrator transmits a Postcard Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database

maintained by the U.S. Postal Service, in an attempt to identify current mailing addresses for individuals or entities whose names are provided by Defendant.

6.5. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Postcard Notice and Long Form Notice approved by the Court.

6.6. The Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; (e) the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices 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.

6.7. 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 online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

6.8. Opt-Out/Request for Exclusion. The Long Form Notice shall also 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. The Opt-Out must be postmarked no later than 60 days after the Notice Date ("Opt-Out Period"). A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a written request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. To be valid, the opt-out request must be in writing and personally signed by the Settlement Class Member and contain the case name "*Woytach v. Drug Alcohol Treatment Services, Inc.*, Case No.: 2025-CV-03681," state the name, address, telephone number, and email address (if any) of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out, and include a statement indicating a request to opt-out of the Settlement Class. Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Any Settlement Class Member who 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. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the opt-out list no later than 5 days following the Opt-Out Period.

6.9. Objections. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award, 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 no later than 60 days after the Notice Date (the "Objection Deadline"). For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have opted-out of 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. 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 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;

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

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed

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

6.10. The Settlement Administrator shall consult with Class Counsel and, if authorized, perform reasonable address traces for those Postcard Notices 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. To the extent better addresses are found, Class Counsel may authorize the Settlement Administrator to remail the Postcard Notice.

6.11. The Notice Program shall be completed in its entirety no later than 30 days before the original date set for the Final Approval Hearing.

VII. CLAIM PROCESS AND DISBURSEMENT OF CASH PAYMENTS

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

7.2. 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.

7.3. 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.

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

7.5. 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.

7.6. 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 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 Settlement Class Member 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 physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member 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 Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator, in its discretion, may deny the Claim unless Defendant and Class Counsel otherwise agree. If a Claim Form for Documented Losses is deemed deficient, the Settlement Administrator has discretion to consider that Claim as a Claim for Alternate Cash Payment.

7.7. 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.

7.8. 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 based on findings of fraud or duplication;

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

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

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

7.9. 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.

7.10. 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.

7.11. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

7.12. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. 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 become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

7.13. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Medical Monitoring with information on how to enroll in the Medical Monitoring, including the activation code.

VIII. FINAL APPROVAL ORDER AND FINAL JUDGMENT

8.1. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than 14 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing,

the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Motion for Attorneys' Fees, Costs, and Service Award. 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 Award, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

8.2. 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 Award. 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 the completed 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 Released Parties from the Released Claims, as specified in Section X below; 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 AWARD, ATTORNEYS' FEES AND COSTS

9.1. Service Award. In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in an amount not to exceed $2,000.00. Class Representatives shall be paid the Court-approved Service Award within five business days of the Effective Date.

9.2. Attorneys' Fees and Costs. No later than fifteen (15) days prior to the Objection and Opt-Out Deadlines, Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third (1/3) of the Settlement Fund, or $183,000.00 plus reasonable litigation expenses. Class Counsel shall be paid the Court-approved attorneys' fees and cost award to an account designated by Class Counsel within five business days of the Effective Date.

9.3. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Award, 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 Service Award were not negotiated until after all material terms of the Settlement.

X. RELEASES

10.1. 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.

10.2. 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, based on any of the Released Claims.

10.3. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Breach, and will not obtain any of the Settlement Class Member Benefits under the Settlement.

10.4. 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 all Released Claim, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

10.5. The power to enforce any term of this Settlement is not affected by the releases in this section.

XI. TERMINATION OF SETTLEMENT

11.1. 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 set forth in Section V and the Releases set forth in Section XI of this Agreement;

(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.

11.2. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

11.3. 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

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

12.2. 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

13.1. 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 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.

13.2. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted 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.

13.3. 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.

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

13.5. 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

14.1. ***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. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or 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. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effect the Settlement.

14.2. ***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.

14.3. ***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.

14.4. ***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.

14.5. ***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.

14.6. ***Exhibits.*** The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

14.7. ***Deadlines.*** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

14.8. ***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.

14.9. ***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.

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

14.11. ***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.

14.12. ***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.

14.13. ***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.

14.14. ***Authority***. 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.

14.15. ***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.

14.16. ***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.

14.17. ***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.

XV. NOTICES

15.1 ***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:

Kenneth J. Grunfeld
Kopelowitz Ostrow, P.A.
65 Overhill Road
Bala Cynwyd, PA 19004
(954) 525-4100
grunfeld@kolawyers.com

Samantha E. Holbrook
Shub Johns & Holbrook, L.L.P.
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428
(610) 477-8380
sholbrook@shublawyers.com

If to Defendant or Defendant's Counsel:

David J. Shannon
Vlada Tasich
Marshall Dennehey, P.C.
2000 Market Street, Suite 2300
Philadelphia, PA 19103
(215) 575-2600
djshannon@mdwcg.com

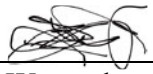
VXTasich@mdwcg.com

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.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS



Leo Woytach Date: 05 / 07 / 2026

James Davis Date: _____

Shawn Toolan Date: _____

Scott Stolarik Date: _____

Chad Martin Date: _____

Helena Johnson Date: _____

Joe Clemente Date: _____

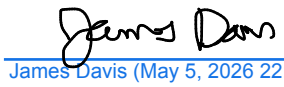
Hilary Burns Date: _____

Doc ID: 7c1623df3ce28eee9d4e9c9e8fa90e47dd0b3f63

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS

_____ Date: _____
Leo Woytach


James Davis (May 5, 2026 22:14:03 EDT)

Date: 05/05/2026
James Davis

_____ Date: _____
Shawn Toolan

_____ Date: _____
Scott Stolarik

_____ Date: _____
Chad Martin

_____ Date: _____
Helena Johnson

_____ Date: _____
Joe Clemente

_____ Date: _____
Hilary Burns

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS

_____ Date: _____
Leo Woytach

_____ Date: _____
James Davis


Shawn Toolan (May 4, 2026 20:16:51 EDT)
_____ Date: 05/04/2026
Shawn Toolan

_____ Date: _____
Scott Stolarik

_____ Date: _____
Chad Martin

_____ Date: _____
Helena Johnson

_____ Date: _____
Joe Clemente

_____ Date: _____
Hilary Burns

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS

_____ Date: _____
Leo Woytach

_____ Date: _____
James Davis

_____ Date: _____
Shawn Toolan

Scott Ross Stolarik (May 7, 2026 09:21:09 EDT) Date: May 7, 2026
Scott Stolarik

_____ Date: _____
Chad Martin

_____ Date: _____
Helena Johnson

_____ Date: _____
Joe Clemente

_____ Date: _____
Hilary Burns

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS

_____ Date: _____
Leo Woytach

_____ Date: _____
James Davis

_____ Date: _____
Shawn Toolan

_____ Date: _____
Scott Stolarik

 _____ Date: 5/6/2026
Chad Martin

_____ Date: _____
Helena Johnson

_____ Date: _____
Joe Clemente

_____ Date: _____
Hilary Burns

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS

_____ Date: _____
Leo Woytach

_____ Date: _____
James Davis

_____ Date: _____
Shawn Toolan

_____ Date: _____
Scott Stolarik

_____ Date: _____
Chad Martin


Date: 05 / 04 / 2026
Helena Johnson

_____ Date: _____
Joe Clemente

_____ Date: _____
Hilary Burns

Doc ID: 5e0b513ab3770b6cbb3bd4a0098b2de65f420675

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

PLAINTIFFS

_____ Date: _____
Leo Woytach

_____ Date: _____
James Davis

_____ Date: _____
Shawn Toolan

_____ Date: _____
Scott Stolarik

_____ Date: _____
Chad Martin

_____ Date: _____
Helena Johnson

Joseph Anthony Clemente (May 5, 2026 10:53:23 EDT) Date: 05/05/26
Joe Clemente

Hilary Rebecca Burns (May 4, 2026 17:27:36 EDT) Date: 05/04/26
Hilary Burns

CLASS COUNSEL

Ken Grunfeld
Ken Grunfeld (May 4, 2026 17:19:26 EDT)

KENNETH J. GRUNFELD
KOPELOWITZ OSGTROW, P.A.

Date: May 4, 2026



SAMANTHA E. HOLBROOK
SHUB JOHNS & HOLBROOK, LLP

Date: May 5, 2026

DEFENDANT

_____

Date: _____

By: _____
Its _____

DEFENDANT'S COUNSEL

_____

Date: _____

VLADA TASICH
MARSHALL DENNEHEY

CLASS COUNSEL

_____ Date: _____
KENNETH J. GRUNFELD
KOPELOWITZ OSGTROW, P.A.

_____ Date: _____
SAMANTHA E. HOLBROOK
SHUB JOHNS & HOLBROOK, LLP

DEFENDANT

Kateri Harding Date: 5/7/26

By: Kateri Harding.
Its Executive Director

DEFENDANT'S COUNSEL

_____ Date: 5/5/2026
VLADA TASICH
MARSHALL DENNEHEY

Exhibit "1"

Your claim must be submitted online or **postmarked by:**	**CLAIM FORM** *Leo Woytach, et al v. Drug and Alcohol Treatment Services, Inc.,* *Case No. 2025-CV-03681* Court of Common Pleas of Lackawanna County, Pennsylvania	

GENERAL INSTRUCTIONS

You are a Settlement Class Member if you were mailed notice by Drug and Alcohol Treatment Services, Inc. ("Defendant" or "DATS") that your Protected Health Information may have been impacted in the Data Breach. 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 *Leo Woytach, et al v. Drug and Alcohol Treatment Services, Inc., Case No. 2025-CV-03681*. Please refer to the Long-Form Notice posted on the Settlement Website www.XXXXXXXXX.com, for more information on submitting a Claim Form.

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

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

You may submit a claim for the following benefits:

1) **Out-of-Pocket Expense Reimbursement (Cash Payment A):** Compensation from the Settlement Fund, up to a total of $5,000.00 per Settlement Class Member, upon submission of a Valid Claim and supporting documentation, for out-of-pocket expenses incurred as a result of the Data Breach:

2) **Alternate Cash Payment (Cash Payment B):** As an alternative, all Settlement Class Members may elect to receive Cash Payment B without the need to document losses incurred as a result of the Data Breach. The amount will increase or decrease *pro rata* depending on the aggregate dollar amount of Valid Claims submitted.

3) **Medical Monitoring:** In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include one year of a medical identity theft protection through CyEx Medical Shield. The Medical Monitoring benefit will be available to Settlement Class Members regardless of whether they took advantage of any previous offering of credit monitoring from DATS.

I. PAYMENT SELECTION

If you would like to elect to receive your Settlement Claim payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. 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.

_____

First Name **Last Name**

_____

Address 1

_____

Address 2

_____ ____ ____ _____

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

Email Address (*Required if requesting Medical Monitoring*):
_____@_____

Telephone Number: (_____ _____ _____) _____ _____ _____ - _____ _____ _____ _____

III. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐ Check this box to certify that you are an individual who was mailed notice by Defendant that your personal information was impacted in the Data Breach.

Enter the Settlement Class Member ID number provided on your Postcard Notice:

Settlement Class Member ID : 0 0 0 0 0 ____ ____ ____ ____ ____ ____ ____ ____

IV. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Settlement Class Members may submit a claim for up to a total of $5,000.00 of out-of-pocket expenses incurred as a direct result of the Data Breach. Out-of-Pocket Losses may include, without limitation, the following:

(i) unreimbursed bank fees;
(ii) long distance phone charges;
(iii) cell phone charges (only if charged by the minute);
(iv) data charges (only if charged based on the amount of data used);
(v) postage;
(vi) gasoline for local travel; and
(vii) fees for credit reports, credit monitoring, or other identity theft insurance products purchased by Settlement Class Members between October 2024 and the Claims Deadline.

You must submit documentation to obtain this reimbursement.

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

Supporting documentation must be provided. If a Settlement Class Member does not submit reasonable documentation supporting the loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure the Claim, the Claim will be rejected and the Settlement Class Member's claim may be treated as if he or she elected a Alternate Cash Payment.

V. ALTERNATE CASH PAYMENT

Settlement Class Members may make a claim for an alternate cash payment without the need to document losses incurred as a result of the Data Breach. *You cannot file a claim for Out-of-Pocket Expenses if you claim the Alternative Cash Payment.*

☐ Yes, I request a Pro Rata Cash Payment.

VI. MEDICAL MONITORING

In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include one year of medical identity theft protection through CyEx Medical Shield. The Medical Monitoring benefit will be available to Settlement Class Members regardless of whether they took advantage of any previous offering of credit monitoring from DATS. Individuals who elected to utilize a previous offering of credit monitoring from DATS, or who obtained credit monitoring services from another provider as a result of the Data Breach, will be permitted to postpone activation of their Medical Monitoring benefit for up to twelve (12) months.

☐ Yes, I request Medical Monitoring.

VII. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

_____ ____ ____ / ____ ____ / ____ ____ ____ ____

Signature Date

_____

Print Name

Exhibit "2"

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Drug and Alcohol Treatment Services, Inc ("Defendant" or "DATS") Notified You of a Data Breach Incident, 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 *Leo Woytach, et al v. Drug and Alcohol Treatment Services, Inc.,* Case No. 2025-CV-03681 ("Lawsuit"), filed in the Court of Common Pleas of Lackawanna County, Pennsylvania.
- This Lawsuit arises out of unauthorized access to Defendant's systems where certain files resided containing sensitive and/or Protected Health Information including, but not limited to, patient names, addresses, dates of birth, social security numbers, health insurance information, patient account numbers, medication information, diagnosis and treatment information, doctors' names, and medical claims and billing information (collectively Protected Health Information "PHI") between October 5, 2024 and October 6, 2024 (the "Data Breach"). Defendant disagrees with Plaintiff's claims and denies any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to $5000.00 for documented out-of-pocket expenses **OR** (2) an alternate flat cash payment that will increase or decrease pro rate depending on the aggregate dollar amount of Valid Claims submitted. Additionally, all Settlement Class Members may elect to receive (1) one year of medical identity theft monitoring through CyEx.
- You are included in this Settlement as a Settlement Class Member if you were mailed written notification that indicated your Protected Health Information was potentially compromised as a result of the Data Breach between October 5, 2024 and October 6, 2024.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

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

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 3-4

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

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

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

Exclude Yourself..... Page 6

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

The Lawyers Representing You..... Page 6

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

Objecting to the Settlement..... Page 7

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

The Final Fairness Hearing..... Page 8

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

Do Nothing..... Page 8

20. What happens if I do nothing?

Get More Information..... Page 8

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

BASIC INFORMATION

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

You are a Settlement Class Member if you were mailed written notification by Drug and Alcohol Treatment Services, Inc. ("Defendant" or "DATS"), on or around May 2, 2025, that your Protected Health Information was potentially compromised as a result of the Data Breach between October 5, 2024 and October 6, 2024.

The Settlement Class specifically excludes: (i) Drug and Alcohol Treatment Services, Inc. ("Defendant"), the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach or who pleads *nolo contendere* to any such charge. This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Leo Woytach, et al v. Drug and Alcohol Treatment Services, Inc.,* Case No. 2025-CV-03681 ("Lawsuit"), filed in the Court of Common Pleas of Lackawanna County, Pennsylvania. The person who sued is called the "Plaintiff" and the company they sued, Drug and Alcohol Treatment Services, Inc., known as the "Defendant" in this case.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Protected Health Information was potentially impacted as a result of the Data Breach.

This Lawsuit arises out of unauthorized access to Defendants' systems where certain files resided containing sensitive and/or Protected Health Information including, but not limited to, patient names, addresses, dates of birth, social security numbers, health insurance information, patient account numbers, medication information, diagnosis and treatment information, doctors' names, and medical claims and billing information (collectively "Protected Health Information "). After learning of the Data Breach, while the investigation was ongoing, DATS provided notice of the incident via a posting on its website on December 5, 2024. DATS subsequently provided written notice of the incident to the potentially affected individuals on or around May 2, 2025. Subsequently, this lawsuit was filed asserting claims against DATS relating to the Data Breach. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. Why is there a Settlement?

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

4. Why is this a class action?

In a class action, one or more people called 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 included in the Settlement if you were mailed written notification by Drug and Alcohol Treatment Services, Inc. ("Defendant" or "DATS") on or around May 2, 2025 that your Protected Health Information was potentially compromised as a result of the Data Breach between October 5, 2024 and October 6, 2024. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.XXXXXXXX.com, call toll free 1-XXX-XXX-XXXX, send email to **info@RG2claims.com**, or write to DATS 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

Documented Out of Pocket Expense Reimbursement (Cash Payment A): All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for the following documented out-of-pocket expenses, not to exceed $5,000 per Settlement Class Member, that were incurred as a result of the Data Breach: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and (vii) fees for credit reports, credit monitoring, or other identity theft insurance products purchased by Settlement Class Members between October 2024 and the Claims Deadline. To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation, to the Settlement Administrator.

Alternate Cash Payment (Cash Payment B): As an alternative to Cash Payment A, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment. As described hereinbelow, the amount will increase or decrease *pro rata* depending on the aggregate dollar amount of Valid Claims submitted.

(*You cannot file a claim for Out-of-Pocket Expenses if you claim the Alternative Cash Payment.)*

Medical Monitoring: In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include one year of a medical identity theft protection through CyEx Medical Shield. The Medical Monitoring benefit will be available to Settlement Class Members regardless of whether they took advantage of any previous offering of credit monitoring from DATS. Individuals who elected to utilize a previous offering of credit monitoring from DATS, or who obtained credit monitoring services from another provider as a result of the Data Breach, will be permitted to postpone activation of their Medical Monitoring benefit for up to twelve (12) months.

7. How to 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 **(DATE)** or postmarked no later than **(DATE)**. You can download a Claim Form at www.XXXXXXXXX.com, send email to **info@RG2claims.com,** or you can call the Settlement Administrator at 1-XXX-XXX-XXXX. The unique Login and Password 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 its Related Entities 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 Persons, is available at www.XXXXXXXXXX.com .

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you 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 $2,000 each, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

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:

DATS 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 www.XXXXXXXXXX.com or from the Settlement Administrator by calling 1-XXX-XXX-XXXX.

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

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

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

12. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Kenneth J. Grunfeld of the law firm of Kopelowitz Ostrow P.A. and Samantha E. Holbrook of the law firm of Shub Johns & Holbrook 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 in an amount not to exceed $183,000, plus reasonable litigation Costs and Expenses. A copy of Class Counsel's Application for Attorneys' Fees, Costs, and Expenses will be posted on the Settlement Website, www.XXXXXXXXXX.com, before the Final Fairness Hearing. The Court will make the final decisions as to the 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, 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 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;
d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to

or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 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 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.

Your Objection must include the case name and docket number, *Leo Woytach, et al v. Drug and Alcohol Treatment Services, Inc.,* Case No. 2025-CV-03681, and be submitted to the Settlement Administrator by First-Class mail, received no later than (DATE), to:

DATS Settlement

c/o RG2 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 Fairness Hearing.

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

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

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing on (DATE) at (TIME) a,m. at (Court Address). The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.XXXXXXXXX.com for updated information.

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

18. Do I have to come to the hearing?

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

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

19. May I speak at the hearing?

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

DO NOTHING

20. What happens if I do nothing?

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

GET MORE INFORMATION

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

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

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

Exhibit "3"

Court Approved Legal Notice

Leo Woytach, et al v. Drug and Alcohol Treatment Services, Inc.,
Case No. 2025-CV-03681

A Court has authorized this Notice.

This is not a solicitation from a lawyer.

www.XXXXXXXXsettlement.com
1-866-XXX-XXXX

[QR CODE]

More Information: Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at www.XXXXXXXXXsettlement.com or by calling toll free 1-866-XXX-XXXX

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

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
MAG

Electronic Service Requested

NUMERIC EQUIVALENT

Postal Service: Please do not mark barcode

Notice ID: ‹‹Notice ID››
Pin Code: ‹‹Pin Code››

‹‹FirstName››‹‹LastName››
‹‹Address1››
‹‹Address2››
‹‹City››, ‹‹State›› ‹‹Zip››
‹‹Country››

BLIND PERF DOES NOT PRINT

Notice ID: ‹‹Notice ID››
Pin Code: ‹‹Pin Code››
‹‹FirstName›› ‹‹LastName››
‹‹Address1››
‹‹Address2››
‹‹City››, ‹‹State›› ‹‹Zip››
‹‹Country››

DATS SETTLEMENT CLAIM FORM

NUMERIC EQUIVALENT

1. **Out-of-Pocket Expenses**

If you wish to receive Out-of-Pocket Expense reimbursement from the Settlement Fund, up to a total of $5,000.00 per Settlement Class Member, you must visit the Settlement Website, www.XXX.com, to submit a Claim Form and supporting documentation for out-of-pocket expenses incurred as a result of the Data Breach.

2. **Alternate Cash Payment**

o Check this box if you wish to receive a pro rata cash payment in lieu of the Out-of-Pocket Expense. Settlement Class Members may make a claim for an Alternate Cash Payment without the need to document losses incurred as a result of the Data Breach. The amount will increase or decrease *pro rata* depending on the aggregate dollar amount of Valid Claims submitted.

3. Medical Monitoring

o Check this box if you wish to receive free Medical Monitoring for one year.

4. Select one of the following payment methods:

o PayPal o Venmo o Check

Please provide the email address or phone number associated with your PayPal or Venmo account:_____

5. Certification: By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct.

Signature: _____ Printed Name: _____ Date: _____

A proposed $549,000 Settlement arising out of a Data Breach has been reached with Drug and Alcohol Treatment Services, Inc ("Defendant"). Between October 5, 2024 and October 6, 2024, an unauthorized third party potentially gained access to Defendant's computer systems where Settlement Class Members' Protected Health Information was maintained (the "Data Breach").

Who is Included? Class Members include all individuals residing in the United States whose Protected Health Information was potentially compromised in the Data Breach between October 5, 2024 and October 6, 2024, including all persons who were sent notice of the Data Breach.

What does the Settlement Provide? The Settlement establishes a $549,000 Settlement Fund to be used to pay (i) all costs of Settlement Administration including Taxes and Tax-Related Expenses; (ii) approved Out-of-Pocket Loss Claims; (iii) approved Alternate Cash Payments; (iv) approved claims for Medical Monitoring Services; (v) Service Awards; and (vi) Attorneys Fee Award and Costs. Claimants may select **either** the Documented Loss Payment **or** the Alternate Cash Payment; **AND** Medical Monitoring:

- **Documented Loss Payment** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the DATS Data Breach (up to $5000.00);
- **Alternate Cash Payment** – a pro rata cash payment, in an amount to be determined consistent with the Settlement. The Pro Rata Cash Payment may be increased or reduced depending on the number of Class Members that participate in the Settlement.
- **Medical Monitoring –** 1 year of medical monitoring that will include medical identity theft protection through CyEx Medical Shield.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **(DATE)**, including required Reasonable Documentation if you choose a Documented Loss Payment. You can file your claim online at **www.XXXXXXXXsettlement.com** using the Unique Notice ID and Pin on this postcard. You may also get a paper Claim Form on the Settlement Website, by calling the toll-free number, or by contacting DATSsettlement@rg2claims.com. If you wish to elect an Alternative Cash Payment and/or Medical Monitoring, you may check the appropriate box(es) on the attached Claim Form and return by mail.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **(DATE)**. If you do not exclude yourself, you will release any claims you may have against the Defendant or the Released Parties related to the DATS Data Breach, as more fully described in the Settlement Agreement, available on Settlement Website. If you do not exclude yourself, you may object to the Settlement by (DATE).

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **(DATE), 2026, at (TIME)** before the **(JUDGE AND COURT INFO)** Honorable to consider: whether to approve the Settlement, Service Awards, Fee Award 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.

BLIND PERF DOES NOT PRINT

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 36877 PHILADELPHIA PA

POSTAGE WILL BE PAID BY ADDRESSEE

DATS SETTLEMENT
C/O RG/2 CLAIMS ADMINISTRATION LLC
PO BOX 59479
PHILADELPHIA PA 19102-9940

Exhibit "4"

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

LEO WOYTACH, JAMES DAVIS, SHAWN TOOLAN, SCOTT STOLARIK, CHAD MARTIN, HELENA JOHNSON, JOE CLEMENTE, and HILARY BURNS individually and on behalf of all others similarly situated, Plaintiffs, v. DRUG AND ALCOHOL TREATMENT SERVICES, INC., Defendant.	**Case No.: 2025-CV-03681**

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

The Court, having considered all matters submitted to it, and finding no just reason for delay in entry of this Preliminary Approval Order,[1] and good cause appearing therefore, and having considered the papers filed and all prior proceedings herein, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, attached to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval") as Exhibit 1 is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.

[1] Unless otherwise indicated or defined separately herein, all capitalized terms share the same definitions as those terms are defined in the Settlement Agreement.

2. The Court has jurisdiction over the claims at issue in this lawsuit, Plaintiffs Leo Woytach, James Davis, Shawn Toolan, Scott Stolarik, Chad Martin, Helena Johnston, Joe Clemente, and Hilary Burns ("Plaintiffs"), individually and on behalf of all others similarly situated, and Defendant Drug and Alcohol Treatment Service (incorrectly identified as "Drug and Alcohol Treatment Services, Inc.," and hereinafter "DATS" or "Defendant") (together with Plaintiffs, the "Parties").

3. This Order is based on Pennsylvania Rule of Civil Procedure 1702.

4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members.

PROCEDURAL HISTORY

5. This case arises out of a Data Incident at DATS between October 5, 2024 and October 6, 2024. DATS is a Pennsylvania-based provider of drug and alcohol treatment services which has its principal place of business at 441 Wyoming Ave, Scranton, PA 18503. As a condition of receiving health services at DATS, current and former patients like Plaintiffs are required to provide personal information.

6. Plaintiffs allege that the Data Incident resulted in unauthorized access to files within DATS's systems. As a result of Data Incident, DATS notified approximately 22,215 individuals that their Private Information was potentially impacted in the Data Incident.

7. On May 12, 2025, Plaintiff Leo Woytach filed *Woytach v. Drug and Alcohol Treatment Services, Inc.*, Case No. 2025-CV-03681 in this Court asserting various state law claims as a result of the Data Incident. Subsequent additional actions were filed in this Court.

8. On September 9, 2025, the Court consolidated seven related actions into this Action and appointed Samantha E. Holbrook of Shub Johns & Holbrook LLP and Kenneth Grunfeld of Kopelowitz Ostrow, P.A. as Interim Co-Lead Class Counsel for the putative class. Plaintiffs then filed a Consolidated Class Acton Complaint against the Defendant alleging: (a) negligence; (b) negligence *per se*; (c) breach of contract; (d) breach of implied contract; (e) breach of fiduciary duty; (f) breach of confidence; and (g) unjust enrichment.

9. Plaintiffs alleged they and class members suffered or will suffer: (i) risk of fraud and identity theft; (ii) lost or diminished value of Private Information; (iii) out-of-pocket expenses associated with mitigation efforts; (iv) lost opportunity costs due to mitigation efforts, e.g. lost time; (v) invasion of privacy; and (vi) emotional distress, fear, anxiety, nuisance, and annoyance.

10. Plaintiffs sought various relief, including monetary relief and equitable relief enjoining Defendant from engaging in the wrongful conduct complained of and compelling Defendant to use appropriate methods and policies with respect to data collection and security.

SETTLEMENT BENEFITS

11. The Settlement negotiated on behalf of the Class provides for a $549,000 non-reversionary Settlement Fund that will be used to pay for Settlement Administration Costs, taxes, and any service awards ("Service Awards") and attorneys' fees and costs ("Fees and Costs"). The remaining amount in the net settlement fund (the "Net Settlement Fund") will be used to pay for Valid Claims submitted by Settlement Class Members for Settlement Benefits. Settlement Class

Members may submit a Claim for only one of the two Cash Payments. All Class Members may submit a claim for Medical Monitoring, in addition to any claims for a Cash Payment:

a. Cash Payment A – Documented Losses Payment: Settlement Class Members may submit a Claim for Cash Payment A ("Documented Losses Payment") seeking up to $5,000 per person for the reimbursement of documented losses ("Documented Losses") with reasonable documentation. Documented Losses must be supported sufficiently to show that the claimed loss is more likely than not a result of the Data Incident. The Settlement Administrator will review these Claims for compliance with the requirements of the Settlement Agreement. Any Claim for a Cash Payment A – Documented Loss Payment that is rejected, if not timely cured, may instead be considered for a Cash Payment B – Alternate Cash Payment by discretion of the Settlement Administrator.

b. Cash Payment B – Alternate Cash Payment: Settlement Class Members may instead elect to receive a *pro rata* alternative cash payment ("Alternate Cash Payment"). The actual amount a Settlement Class Member will receive for this option may be more or less depending on the number of Valid Claims submitted. Settlement Class Members who submit a Claim for a Alternate Cash Payment are not entitled to also select the Documented Loss Payment (Cash Payment A).

c. Medical Monitoring: In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include one year of medical identity theft protection through CyEx Medical Shield.

12. The Settlement Fund shall be used to make payments for the following: (i) Settlement Administration Costs; (ii) attorneys' fees and litigation costs and expenses; (iii) Valid Claims for Documented Losses Payments (Cash Payment A), up to $5,000 per Claim; (iv) Valid

Claims for Alternate Cash Payments (Cash Payment B), to be paid on a *pro rata* basis; and (v) taxes.

13. Importantly, the Settlement Fund is non-reversionary. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims for Cash Payment B who cashed or deposited the initial payment they received, assuming such payment is over $3.00. Should any amount remain in the Net Settlement Fund, 100% of the amount remaining in the Net Settlement Fund 45 days following the 180-day check negotiation period and after all efforts to re-send returned Settlement payments have conclude, shall be given to the Pennsylvania Interest on Lawyers Trust Account Board (PA IOLTA), pursuant to Pa. R. Civ. P. 1716.

CLASS CERTIFICATION

14. For purposes of settlement only, the Court provisionally certifies the class, defined as follows:

> All persons in the United States whose Personal Information was impacted by the Data Incident publicly announced by Defendant in May 2025, including all who were sent notice of the Data Breach. Excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Court and any Judge(s) presiding over this matter), the Court's immediate family, and Court staff.

15. The Court provisionally finds, pursuant Pa. R. Civ. P. 1708, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representatives' claims are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement

Class; and (e) the Court finds that the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

CLASS COUNSEL AND THE CLASS REPRESENTATIVES

16. Plaintiffs Leo Woytach, James Davis, Shawn Toolan, Scott Stolarik, Chad Martin, Helena Johnston, Joe Clemente, and Hilary Burns are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and are typical of the Settlement Class, and, therefore, they will be adequate Class Representatives.

17. The Court finds that Samantha E. Holbrook of Shub Johns & Holbrook LLP and Kenneth Grunfeld of Kopelowitz Ostrow, P.A. are experienced and adequate counsel and are provisionally designated as Class Counsel.

NOTICE TO SETTLEMENT CLASS

18. No later than 45 days after the entry of the Preliminary Approval Order (i.e., the Notice Date), or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate the Notice to the Settlement Class Members as follows:

a. For any Settlement Class Member for whom a physical address is reasonably available, the Settlement Administrator will send the Notice (in Postcard form) by U.S. mail, postage prepaid;

b. In the event the Settlement Administrator transmits a Notice via U.S. Mail, then the Settlement Administrator shall perform any further investigations deemed appropriate by the Settlement Administrator, including using the National Change of Address ("NCOA") database maintained by the United States Postal Service, in

an attempt to identify current mailing addresses for individuals or entities whose names are provided by DATS;

c. For any Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;

d. At the direction and discretion of the Parties, the Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. If the Parties elect remailing, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

e. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed; and

f. Mailed Notice shall also be enhanced by the Publication Notice.

19. Prior to any dissemination of the Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint in the Action, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also

include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

20. The Long Form Notice, Postcard Notice, Publication Notice and Claim Form, attached as Exhibits E, F, B and A, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process. The Court further finds that the form, content, and method of providing the Notice, as described in the Settlement Agreement, including the exhibits thereto: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement, their rights under the Settlement, including, but not limited to, their rights to object to or exclude themselves from the Settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

21. The Notice Program set forth in the Settlement Agreement provides the best notice practicable under the circumstances and is hereby approved.

22. The Settlement Administrator is directed to carry out Notice and the Notice Program, as set forth in the Settlement Agreement.

OPT-OUT AND OBJECTIONS

23. Class Members may submit a request to opt-out or object to the Settlement no later than 60 days after the Notice Date. Any Settlement Class Member may submit a request to opt-out of the Settlement 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 in writing and must identify the case name "*Woytach, et al. v. Drug and Alcohol Treatment Services, Inc.*;" be personally signed by the Settlement Class Member and contain the

name, address, telephone number, and email address (if any), and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; and must include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

24. Opt-outs may only be on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs. Any Class Member who timely requests exclusion shall not: (i) be bound by any Final Approval Order or the Judgment; (ii) be entitled to the Settlement Benefits under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

25. Any Class Member who wishes to object shall submit a timely written notice of his or her objection within the Objection Period, which is 60 days after the Notice Date. 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 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; (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 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (f) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (g) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's signature (an attorney's signature is not sufficient). All objections must be submitted to the Settlement Administrator and to the Court either by mailing them to: Clerk, Lackawanna County Court of Common Pleas, 200 North Washington Ave, Scranton, Pennsylvania, 18503, or by filing them in person at the Courthouse. A copy of all objections must be served upon Class Counsel identified below. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above.

26. Any Settlement Class Member who does not make their objections in the manner and by the date set forth in the last paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

27. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final

Approval Order and Judgment shall be pursuant to appeal under the Pennsylvania Rules of Appellate Procedure and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

28. The Class Representatives, Class Counsel, and DATS have created a process for assessing the validity of claims and a payment methodology to Settlement Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the Settlement Benefits to the Settlement Class and the plan for distributing the Settlement Benefits as described in the Settlement Agreement.

29. The Court appoints RG/2 as Settlement Administrator.

30. The Court directs that the Settlement Administrator effectuate the distribution of Settlement Benefits according to the terms of the Settlement Agreement, should the Settlement be finally approved.

31. Settlement Class Members who qualify for Settlement Benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice.

32. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Notice, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Final Approval Order and Judgment.

33. The Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim;

(2) any Service Awards awarded to the Class Representatives; (3) any attorneys' fees and costs and expenses awarded to Class Counsel; and (4) all Settlement Administration Costs,[2] pursuant to the terms and conditions of the Settlement Agreement.

FINAL APPROVAL HEARING

34. A Final Approval Hearing shall be held on _____, 2026 at the _____ to be noticed on the Settlement Website.

35. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

36. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and Judgment, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order 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 any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties 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 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

[2] "Settlement Administration Costs" is defined in the Settlement Agreement as: "all costs and fees of the Settlement Administrator regarding Notice and Settlement administration."

Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

37. Class Counsel shall file an Application for Attorneys' Fees, Costs and Class Representatives' requests for Service Awards no later than 15 days prior to the Objection and Opt-Out Deadlines.

38. Class Counsel shall file a motion for Final Approval and Judgment of the Settlement no later than 14 days before the original date set for the Final Approval Hearing.

TERMINATION

39. This 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, if the Settlement is not finally approved by the Court or is terminated in accordance with Section XIV of the Settlement Agreement.

40. 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 case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

41. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by or on behalf of Defendant. After payment of any Settlement

Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 21 days of termination.

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

43. In the event the Settlement is terminated in accordance with the provisions of the Agreement, any discussions, offers, or negotiations associated with the 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 the Agreement had not been negotiated, made, or filed with the Court.

44. This order shall have no continuing force or effect if Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by or against DATS of any fault, wrongdoing, breach, liability, or the certifiability of any class.

SUMMARY OF DEADLINES

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

Defendant shall prepare and provide the Class List to the Settlement Administrator	14 days after the Court enters the Preliminary Approval Order
Deadline to mail Notices (the "Notice Date")	45 days after the Court enters the Preliminary Approval Order
Deadline to File Claim Form	90 days after the Notice Date
Deadline to File Request to Opt-Out or Objection	60 days after the Notice Date
Notice Program shall be completed	30 days before the original date set for the Final Approval Hearing
Deadline to file Motion for Final Approval of Settlement	14 days before the original set date for the Final Approval Hearing
Deadline to File Motion for Fee Award and Costs, and Service Awards	15 days before the Objection and Opt-Out Deadlines
Final Approval Hearing date	TBD

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Date: _____, 202_

_____
HONORABLE TERRENCE R. NEALON

Exhibit "5"

If Your Private Information Was Potentially Compromised in a Data Breach Announced by Drug & Alcohol Treatment Services, Inc. on December 5, 2024, You May be Eligible for Benefits from a Class Action Settlement.

A proposed Settlement has been reached in a class action lawsuit known as *Leo Woytach, et al. v. Drug & Alcohol Treatment Services, Inc*. ("DATS" or "Defendant") Case No.: 2025-CV-03681 (the "Action"), filed in the Court of Common Pleas of Lackawanna County, Pennsylvania.

The Action arises out of unauthorized access to the DATS' systems where certain protected health information ("PHI") belonging to DATS' patients was present at the time of the incident that occurred on or around October 5, 2024 and was announced by Defendant on or about December 5, 2024 (the "Data Breach"). The Plaintiffs allege that the Data Breach was a result of Defendant's failure to use reasonable data-security measures. Defendant denies Plaintiffs' claims and further denies any wrongdoing or liability.

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

The Settlement Class includes all natural persons in the United States whose Private Information was potentially compromised as a result of the Data Breach, including those who were sent a notification from Defendant of the Data Breach on or around May 2, 2025. If you are a member of the Settlement Class, the mailed Legal Notice should be arriving shortly. If you believe you are a Settlement Class Member, you can contact the Settlement Administrator at XXX-XXX-XXXX to obtain more information. If you are a Settlement Class Member, you may be able to receive the following Settlement Benefits:

- **Out-Of-Pocket Losses (Cash Payment A):** Settlement Class Members may submit a claim of up to $5,000 for cash for documented unreimbursed losses or expenditures incurred that are fairly traceable to the Data Breach, with presentment of documentation evidencing such losses; OR
- **Alternative Cash Payment (Cash Payment B):** In the alternative to a Cash Payment for Out-of-Pocket Losses, Settlement Class Members may submit a claim an Alternative Cash Payment, which amount will increase or decrease *pro rata* depending on the aggregate dollar amount of Valid Claims submitted; and
- **Medical Monitoring:** In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Monitoring that will include one year of medical identity theft protection through CyEx Medical Shield.
- You must complete and file a Claim Form online or by mail postmarked by **(DATE)**, including required supporting documents to receive Settlement Benefits. Please see www.XXXXXXXX.com or call XXX-XXX-XXXX for a copy of the claim form. To file online, you need a unique Class Member ID. If you don't have a unique Class Member ID, you may only file a claim only by mail.

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

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

By Order of the Court of Common Pleas of Lackawanna County, Pennsylvania.

A Court has authorized this Notice.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: $549K Drug and Alcohol Treatment Services Settlement Resolves Class Action Lawsuit Over October 2024 Data Breach

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