

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All persons residing in the United States who were sent a Notice Letter that their names, Social Security Numbers, and/or balances due on their medical bills (“Private Information”) were potentially accessed or compromised in a Data Incident involving Weirton Medical Center, Inc. (“Weirton”).

A proposed Settlement has been reached in the class-action lawsuit styled *In re: Weirton Medical Center Data Breach Litigation*, pending in the United States District Court for the Northern District of West Virginia, Case No. 5:24-CV-61.

The Plaintiffs in the Action asserted claims against Weirton arising out of the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY NOVEMBER 5, 2025	You must submit a valid claim form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY OCTOBER 6, 2025	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY OCTOBER 6, 2025	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class or Settlement Subclass to object to the Settlement.

¹ The “Released Parties,” are Defendant, Weirton Medical Center, Inc., and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, associated third parties, predecessors, successors and assigns, and any other person acting on Weirton’s behalf, in their capacity as such.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.WeirtonSettlementDataBreach.com or by calling (844) 496-0731.

Further Information about this Notice and the Action

1. Why was this Notice issued?

You received this notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Action about?

The Action is a proposed class-action lawsuit against Weirton brought on behalf of all persons residing in the United States who were sent written notice by Weirton that their Private Information was potentially compromised as a result of the Data Incident.

3. Why is the Action a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the “class” and each individually is a “class member.” There are four Plaintiffs (or Representative Plaintiff) in this case: Leslie Telek, Judy Mullins, Trish Yano, and Matthew Foltz.

4. Why is there a Settlement?

The Plaintiff in the Action, through his attorneys (“Class Counsel”), investigated the facts and law relating to the issues in the Action. The Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiffs’ claims or Weirton’s defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Weirton did anything wrong, or that the Plaintiffs and/or the Settlement Class would, or would not, win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as persons in the United States who were sent a Notice Letter that their Private Information was potentially accessed or compromised in the Data Incident.

Excluded from the Settlement Class are: (a) Defendant's officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant.

Also excluded from the Settlement Class are members of the judiciary to whom this case is assigned, their immediate family members, and members of their staff.

6. What are the Settlement Benefits?

Settlement Class Members who submit a valid Claim Form may be entitled to receive one year of three-bureau identity protection and credit monitoring service free of charge, and one of two Cash Payments, **either**: (1) compensation for actual, documented, and unreimbursed losses up to a total of \$5,000.00 ("Cash Payment A – Documented Loss Payment"); **or** (2) a flat cash payment in the amount of \$50.00, without the need to document losses.

Cash Payment A – Documented Loss Payments Settlement Class Members may submit a claim for a Cash Payment of up to \$5,000.00 per Settlement Class Member for monetary losses. Payment shall be made only if:

Compensation for these losses will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between January 18, 2024, and the Claims Deadline;
- The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- The Claimant submits reasonable documentation in support of their claim to be evaluated by the Claims Administrator, which documentation is not "self-prepared," such as handwritten receipts, which are, by themselves, insufficient to receive reimbursement.

No payment shall be made for emotional distress, personal/bodily injury, consequential damages, alleged losses incurred by any person other than a Settlement Class Member (except by a parent or guardian on behalf of their minor child or ward), or punitive damages. Claims for Cash Payment A will be subject to review for completeness, plausibility, and reasonable traceability to the Data Incident by the Settlement Administrator. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses 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 Weirton or otherwise.

Cash Payment B – Alternative Cash Payment. As an alternative to Cash Payment A above, a Settlement Class Member may elect a flat cash payment in the amount of \$50.00, without the need to document losses.

Please read the claim form carefully and answer all questions. Failure to provide the required information could result in a denial of your claim.

Credit Monitoring – In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may also elect one year of three-bureau Credit Monitoring that will provide the following benefits: credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.WeirtonSettlementDataBreach.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want to request settlement benefits — Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash Payment, and/or Credit Monitoring — you **must** complete and submit a Claim Form postmarked or submitted online by **November 5, 2025**. You may download or submit a Claim Form online at www.WeirtonSettlementDataBreach.com.

If you do not want to give up your right to sue the Released Parties about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class (*i.e.*, you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (*See* Question 15 below.) If you object, you must still submit a claim if you want settlement benefits.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.WeirtonSettlementDataBreach.com. You may also obtain a paper Claim Form by downloading it at www.WeirtonSettlementDataBreach.com or by calling the claims administrator at (844) 496-0731. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.WeirtonSettlementDataBreach.com or mail them to:

Weirton Medical Center, Inc.
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

11. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information or documentation will invalidate a claim, and it will not be paid.

12. How do I exclude myself from the Settlement?

Individuals in the Settlement Class 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.

The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and 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. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

You must send your request by **October 6, 2025**, to this address:

Weirton Medical Center, Inc.
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in the Action.

14. If I do not exclude myself, can I sue the Released Parties for the Data Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

15. How do I object to the settlement?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Weirton's Counsel.

Court	Class Counsel	Weirton's Counsel
500 West Pike Street Clarksburg, WV 26301	Philip J. Krzeski Chestnut Cambronne PC 100 Washington Ave South, Suite 1700 Minneapolis, MN 55401	Timothy J. Lowe MCDONALD HOPKINS PLLC 39533 Woodward Ave, Ste. 318 Bloomfield Hills, MI 48304

Objections must be in writing and mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, which is October 6, 2025. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless such objection is submitted by the Objection Deadline. 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. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

For an objection to be considered by the Court, the objection must also set forth: (a) the title of the case; (b) the objector's full name, mailing address, telephone number, and email address (if any); (c) copies of any documents that the objector wants the Court to consider; (d) all grounds for the

objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (e) the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing, and if represented by counsel, the attorney(s) name, address, phone number, email address, state bar(s) to which counsel is admitted; (f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (h) the objector's signature (an attorney's signature is not sufficient); and (i) a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five years.

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order and Final Judgment approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **November 3, 2025, at 10:00 a.m.**, in the District Courtroom of the U.S. Courtroom located at 500 west Pike Street, Clarksburg, WV 26302. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for a service award for the Representative Plaintiff. During or after the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.WeirtonSettlementDataBreach.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any

written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, the Settlement will become effective, and distributions for valid and approved claims no later than 60 days after the Effective Date, provided that the Settlement has been funded by Weirton. In the event there are objections to the Settlement or an appeal, it is possible the Settlement could be disapproved. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class Members in the Action:

Philip J. Krzeski
Chestnut Cambronne PC
100 Washington Ave South, Suite 1700
Minneapolis, MN 55401

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Weirton, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

21. How will the lawyers for the Settlement Class be paid?

Plaintiffs will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$300,000 inclusive of any costs and expenses of the Action (the "Class Counsel Payment").

Plaintiffs will also seek an order from the Court requesting that Service Awards in the amount of up to \$2,500 be awarded to each Plaintiff for their time and effort expended on behalf of the Settlement Class in the Action.

If the Court awards the Class Counsel Payment or the Service Award described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiffs.

22. Who represents Weirton in the Action?

Weirton is represented by the following lawyer:

Timothy J. Lowe
MCDONALD HOPKINS PLLC
39533 Woodward Ave, Ste. 318
Bloomfield Hills, MI 48304

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.WeirtonSettlementDataBreach.com. You may also contact the Settlement Administrator by mail, email or phone:

Mail:

Weirton Medical Center, Inc.
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Email:

info@WeirtonSettlementDataBreach.com

Phone:

(844) 496-0731

**PLEASE DO NOT CONTACT THE COURT OR WEIRTON'S COUNSEL FOR
INFORMATION REGARDING THIS SETTLEMENT.**